# The Bombay Gazette.

No. 6,261.—New Series. BOMBAY:—THURSDAY, MARCH 8, 1866. Annual Subscription in advance...Rupees Fifty-Two.

## THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

| | | |
|---|---|---|
| For a year in advance, delivered in Town | Rs. 52 | 0 |
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TERMS FOR ADVERTISING.

| | | |
|---|---|---|
| Ten lines and under | Rs. 4 | 0 |
| Repetition | „ 2 | 0 |
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| Second insertion | „ 0 | 4 |
| Third and succeeding insertions | „ 0 | 2 |
| Domestic Occurrences each | „ 1 | 0 |

## DOMESTIC OCCURRENCES.

*The charge for notifying a Domestic Occurrence is One Rupee.*

BOMBAY.

BIRTH.

ROWLAND—March 4th, at Parell, the wife of Mr. F. Rowland, Army Accoutrement Contractor, of a daughter.

DEATH.

BINEHAM—March 7th, at Mazagon, Emma Ellen, the beloved wife of Mr. J. G. Bineham, aged 41 years.

BENGAL.

DEATH.

BRIND—February 28th, at 106 Dhurrumtollah, Alice Ethel, only daughter of F. B. Brind, Esq., of Hope Town, Darjeeling, aged 6 months.

MADRAS.

DEATH.

WALTON—March 1st, at the Wesleyan Mission House, Royapettah, Madras, the Rev. William Walton, Wesleyan Missionary of Jaffna, Ceylon, aged 31 years.

## SHIPPING.

STEAM COMMUNICATION WITH THE PERSIAN GULF.

**THE British India Steam Navigation** Company (Limited), under mail contract with Government, despatch Steamers twice a month from Bombay to the Persian Gulf, touching at Muscat, Bunder Abbas, Linga, Bahrein, Bushire, Koweit, and Bussorah on the following dates:—

| | | | | | |
|---|---|---|---|---|---|
| Leave Bombay | 3rd & | 17th | Leave Bussorah | 19th & | 2nd |
| „ Muscat | 8th | 22nd | „ Koweit | 20th | 3rd |
| „ B. Abbas | 11th | 25th | „ Bushire | 23rd | 6th |
| „ Linga | 12th | 26th | „ Linga | 25th | 9th |
| „ Bahrein | 14th | 28th | „ B. Abbas | 28th | 11th |
| „ Bushire | 16th | 30th | „ Muscat | 29th | 12th |
| Arrive Bussorah | 17th | 31st | Arrive Bombay | 2nd | 16th |

The Steam Ship "EUPHRATES," 750 tons, 140 H. P., J. H. Atkinson, Commander, will be despatched as above on 17th March.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

Interchanging Cargo at Kurrachee by the first available Steamer to and from Sukkur, Mooltan, Lahore and Umritsur, with the Oriental Inland Steam Company's Steamers.)

**THE British India Steam Navigation** Company (Limited), under contract with Government, despatch a Steamer with mails, passengers, and cargo to Kurrachee twelve hours after arrival of the P. and O. Company's Mail steamers from Suez.

DATES OF DEPARTURE.

From Bombay usually about............ 11th and 25th.
Kurrachee on............ 10th and 25th.

The Steam Ship "COMORIN," 560 tons, 100 H. P., R. Taunton, Commander, will be despatched to Kurrachee as an extra Steamer on 8th March.

The Steam Ship "MARTABAN," 650 tons, 150 H. P., C. Tickell, Commander, will be despatched as above, twelve hours after the arrival of the next Overland Mail.

*N. B.*—When the English Mail arrives betwixt 6 P. M. and 6 A. M. the Kurrachee Steamer sails punctually twelve hours after, but when it arrives betwixt 6 A. M. and 6 P. M. it is despatched at 7 the following morning; this is to avoid Passengers embarking at night. When the sailing time falls upon a Sunday, the Steamer is despatched at 7 A. M. on the Monday morning.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, AND CALCUTTA.

(Interchanging by the Steamer of the First, Passengers and Cargo at Galle to and from Singapore, Saigon, Batavia, Hongkong, Shanghai, and Yokohama.)

**THE British India Steam Navigation** Company (Limited), under contract with Government, despatch Steamers as above twice a month, with Mails Passengers and Cargo, on the following dates:—

| | | | | | |
|---|---|---|---|---|---|
| Leave Bombay | 1 & | 15 | Leave Calcutta | 1 & | 15 |
| „ Carwar | 2 | 16 | „ Bimlipatam | 4 | 18 |
| „ Mangalore | 3 | 17 | „ Vizagapatam | 4 | 18 |
| „ Cannanore | 4 | 18 | „ Coconada | 5 | 19 |
| „ Calicut | 4 | 18 | „ Masulipatam | 6 | 20 |
| „ Cochin | 5 | 19 | „ Madras | 10 | 24 |
| „ Tuticorin | | 20 | „ Negapatam | 11 | 25 |
| „ Colombo | | 21 | „ Galle | 14 | |
| „ Galle | 7 | | „ Colombo | | 28 |
| „ Negapatam | 10 | 24 | „ Tuticorin | | 29 |
| „ Madras | 15 | 30 | „ Cochin | 16 | 1* |
| „ Masulipatam | 16 | 1 | „ Calicut | 16 | 1† |
| „ Coconada | 17 | 2 | „ Cannanore | 17 | 2 |
| „ Vizagapatam | 18 | 3 | „ Mangalore | 18 | 3 |
| „ Bimlipatam | 18 | 3 | „ Carwar | 19 | 4 |
| Arrive Calcutta | 20 | 5 | Arrive Bombay | 20 | 5 |

* Morning. † Evening.

The steam ship "BURMAH," 1,040 tons, 250 H. P., A. Irvine, Commander, will be despatched as above, on the 15th March, at noon.

The Steamers leaving Calcutta and Bombay on the 15th of the month, call at Tuticorin and Colombo, and the steamers of the 1st at Galle, as above, interchanging Passengers and Cargo with the French Company's Steamers.

This route is the most expeditious and economical for passengers for the Neilgherrie district, Bangalore, and Madras, who can land at Calicut for Beypore, and proceed from thence by rail.

Passengers for Calcutta can take the same route, picking up the steamer at Madras.

Passengers for Rangoon, Akyab, or Moulmein can proceed by the Steamers of the 15th, and tranship to the Rangoon Mail Steamer which leaves Madras on the 3rd.

W. NICOL & Co., Agents.

### BOMBAY, COAST, AND RIVER STEAM NAVIGATION COMPANY (LIMITED).

**THE Bombay Coast and** River Steam Navigation Company Limited) will, until further notice, despatch Steamers ONCE A WEEK to and from the MALABAR COAST, calling at the intermediate Ports, on the following days:—

| DOWN STEAMERS. | | UP STEAMERS. | |
|---|---|---|---|
| Bombay ..Dep. | Saturday. | Cochin ..Dep. | Saturday. |
| Rutnagherry „ | Sunday. | Beypore „ | Sunday. |
| Vingorla „ | Sunday. | Calicut „ | Sunday. |
| Goa „ | Monday. | Tellicherry „ | Monday. |
| Carwar „ | Monday. | Cannanore „ | Monday. |
| Compta „ | Monday. | Mangalore „ | Tuesday. |
| Mangalore „ | Tuesday. | Compta „ | Wednesday. |
| Cannanore „ | Wednesday. | Carwar „ | Wednesday. |
| Tellicherry „ | Wednesday. | Goa „ | Wednesday. |
| Calicut „ | Wednesday. | Vingorla „ | Thursday. |
| Beypore „ | Wednesday. | Rutnagherry „ | Thursday. |
| Cochin ..Arr. | Thursday. | Bombay ..Arr. | Friday. |

The Steamer "LORD CLYDE," will be despatched in accordance with the above table on SATURDAY, the 10th March at 2 P. M.

J. A. SHEPHERD, Manager.

Apollo Street, 5th March 1866.

STEAM TO AND FROM MANDAVEE.

**THE Bombay Coast and River** Steam Navigation Company (Limited) will despatch a Steamer to and from Mandavee THREE TIMES A MONTH, calling at the undermentioned intermediate Ports on the following dates:—

| *Down Steamers.* | | *Up Steamers.* | |
|---|---|---|---|
| Bombay - -Dep. | 1st, 10th & 20th. | Mandavee -Dep. | 6th, 16th & 26th. |
| Varavul - „ | 3rd, 13th & 23rd. | Dwarka - „ | 6th, 16th & 26th. |
| Mangarole - „ | 3rd, 13th & 23rd. | Pore Bunder „ | 7th, 17th & 27th. |
| Pore Bunder - „ | 4th, 14th & 24th. | Mangarole - „ | 7th, 17th & 27th. |
| Dwarka - „ | 4th, 14th & 24th. | Varavul - „ | 8th, 18th & 28th. |
| Mandavee -Arr. | 5th, 15th & 25th. | Bombay -Arr | 9th, 19th, & 29th. |

The Steamer "MAHARAJ" will be despatched in accordance with the above Table on the 10th instant, at 5 P. M.

J. A. SHEPHERD, Manager.

Apollo Street, 5th March 1866.

STEAM TO AND FROM GOA AND INTERMEDIATE PORTS.

**THE Bombay Coast and River** Steam Navigation Company (Limited) will despatch a Steamer ONCE A WEEK to and from Goa, calling at the undermentioned intermediate Ports on the following days:—

| *Down Steamers.* | | | *Up Steamers.* | | |
|---|---|---|---|---|---|
| Bombay - -Dep. | Wednesday | P.M. | Goa - -Dep. | Monday | A.M. |
| Hurnee - „ | Thursday | A.M. | Vingorla - „ | Monday | P.M. |
| Unjunwell - „ | Thursday | A.M. | Malwan - „ | Monday | P.M. |
| Jyghur - „ | Thursday | P.M. | Jytapore - „ | Tuesday | A.M. |
| Rutnagherry „ | Friday | A.M. | Rutnagherry „ | Tuesday | P.M. |
| Jytapore - „ | Friday | A.M. | Jyghur - „ | Wednesday | A.M. |
| Malwan - „ | Friday | P.M. | Unjunwell - „ | Wednesday | A.M. |
| Vingorla - „ | Saturday | A.M. | Hurnee - „ | Wednesday | A.M. |
| Goa - -Arr. | Saturday | A.M. | Bombay - -Arr. | Wednesday | P.M. |

The Steamer "OORUN," will be despatched in accordance with the above Table on WEDNESDAY the 7th March, at 5 P. M.

J. A. SHEPHERD, Manager.

Apollo Street, 5th March 1866.

FOR VARAVUL, MANGAROLE, AND POREBUNDER.

**THE well-known and fast** sailing Steamer "SIR J. R. CARNAC," Captain S. Lovett, will leave for the above Ports TO-DAY, THURSDAY, the 8th instant, at 2 P. M., precisely.

It is requested that Passengers will not go on board without a Shipping Order from the Office.

For Freight or Passage, apply at the Office, Bazar Gate Street, Fort.

FOR LONDON.

**THE first class Ship "LEPANTO,"** Captain Walker, will meet with quick despatch, the greatest part of her Cargo being engaged. For particulars apply to

STOEHR, PRIEGER & Co.,
Agents Ship *Lepanto.*

Bombay, 25th Feb. 1866.

FOR LIVERPOOL.

**THE Iron Ship Company's (Ld.)** new and magnificent Ship "HYDRABAD," (considered by competent judges the finest merchant ship afloat), J. Harley, R.N.R., Commander, to sail about the 25th March, has very superior accommodation for Passengers. For Freight or Passage apply at the Company's Office.

J. A. SHEPHERD, Manager.

Apollo Street, 5th March 1866.

FOR SALE OR CHARTER.

**THE A 1 S. S. "TYNEMOUTH** 1410 Tons, lately arrived, from China. Apply to Messrs. DAVID SASSOON & Co., or to Captain FORSTER, R. N., on board.

Forbes Street, 2nd March 1866.

FOR BORDEAUX.

**THE first class French Ship** "MARIE ET LOUISE," Captain Landon, having nearly the whole of her Cargo engaged, will sail for the above Port end of March. For Freight or Passage apply to

DOSSABHOY CURSETJEE'S SONS & Co., Agents.

FOR HAVRE.

**THE fine Ship "MATILDA** ATHELING," Captain Power, has the greater portion of her Cargo already engaged, will proceed with all despatch to the above Port. For particulars of Freight, &c. Apply to

EWART, LATHAM & Co., Agents.

Bombay, 30th February 1866.

### OVERLAND FREIGHT ROUTE.

STEAM TO ADEN, SUEZ AND LIVERPOOL.

**THE Bombay and Bengal** Steam Ship Company (Limited) will despatch steamers to Suez about the 4th and 20th of each month calling at Aden. Returning steamers will leave Suez about the 3rd and 19th of every month. Through Bills of Lading to Liverpool (by steamer from Alexandria) will be granted by the undersigned, and from Liverpool to Bombay by the Company's Agents in England.

The Company is prepared to issue THROUGH TICKETS to Liverpool at the following rates:—

First Class............£60 } Exclusive of Wines and
Second Class............£35 } Railway Transit in Egypt.

TO SUEZ.

First Class............£45 }
Second Class............£25 } „

For Freight or Passage apply to Messrs. Reynolds, Mann & Co., 19, James Street, Liverpool; or No. 3, East India Avenue, Leadenhall Street, London; Messrs. Tod, Rathbone & Co. Alexandria; or the undersigned at Bombay.

The S. S. "KRISHNA," 1500 Tons, Captain Morison, will be despatched about 20th March.

STEARNS, HOBART & Co.,
Treasurers and Managers,
B. and B. S. S. Company (Limited).

STEAM TO TRIESTE.

**UNDER arrangements entered** into with the Austrian Lloyds' Steam Navigation Company, the undersigned are now prepared to book both passengers and cargo THROUGH to Trieste.

For Passengers.

First Class............£ 64 10 0 }
Second Class............„ 37 5 0 } Including Railway
Third Class............„ 23 5 0 } Transit in Egypt.

Further particulars and rates of freight can be learned at the Office of

STEARNS, HOBART & Co.,
Treasurers and Managers, B. & B. S. S. Co. Limited.

Bombay, 6th February 1866.

STEAM TO ADEN AND JEDDO.

**NOTICE.—The Bombay** Coast and River Steam Navigation Company (Limited) will despatch their Steamer "LORD CLYDE," as above, on the 26th instant.

For Freight or Passage (natives only) apply at the Company's Office.

J. A. SHEPHERD, Manager.

Apollo Street, Bombay, 6th March.

STEAM TO SUEZ.

**THE Peninsular and Oriental** Steam Navigation Company's Steamship "MALTA," (1,942 Tons, and 500 H. P.,) Captain Hyde, will be despatched for Aden and Suez on WEDNESDAY, the 14th March, at 8-30 A.M., from Mazagon, carrying Mails and Passengers for England.

Last Shipping day, Saturday, the 10th instant, after which no Cargo will be received on board.

G. F. HENRY, Superintendent.

P. and O. S. N. Co.'s Office, Bombay, 5th March 1866.

N. B.—Parcels will not be received in this Office after 3 P. M. on the 10th instant.

Shippers of Cargo on the Company's Blank Bills of Lading are particularly requested to note the terms and conditions of these Bills of Lading, with reference to the transhipment and forwarding of Cargo, with a view to the adequateness of their Insurance Policies in respect of the same.

It is requested that all heavy Baggage be sent to the Company's Dockyard at Mazagon before 3 P. M. on Tuesday the 13th, in order that it may be weighed and labelled before being sent on board.

It is necessary that a Custom House Pass should accompany all Baggage so forwarded.

A large Boat will be provided for the conveyance of Passengers to the Steamer, and will leave the Mazagon Bunder at 8 A. M. precisely on Wednesday morning.

STEAM TO POINT DE GALLE, PENANG, SINGAPORE, AND HONGKONG.

**THE Peninsular and Oriental** Steam Navigation Company's Steamship "SALSETTE," 1,491 tons, and 400 H. P., Captain Parish, will be despatched for the above Ports on THURSDAY, the 15th March, at 9 A.M., from Mazagon, taking also Cargo and Passengers for Madras and Calcutta.

Last Shipping day Monday, the 12th. No brokerage will be allowed on any chest of Opium for which receipt is not in the Company's Office by 10 A. M. on the 13th instant.

G. F. HENRY, Superintendent.

P. and O. S. N. Co.'s Office, Bombay, 5th March 1863.

Shippers of Cargo on the Company's Blank Bills of Lading are particularly requested to note the terms and conditions of these Bills of Lading, with reference to the transhipment and forwarding of Cargo, with a view to the adequateness of their Insurance Policies in respect of the same.

## NOTICES.

**NOTICE.—Consignees of Cargo, per Ship** *Mahaluckshmi*, from Liverpool, are requested to send Boats alongside for their Goods as they come to hand, otherwise they will be landed by the Captain at the risk and expense of the concerned.

Captain Corney will not be responsible for the condition of any Package after it has left the Ship's deck.

RENNIE, SCOVELL & Co., Agents.

**DE MELLO & Co., Land Agents, Merchants,** and General Brokers, No. 30, Meadow Street, opposite the Bombay Bank.

**NOTICE OF REMOVAL.—J. BURN, Civil,** Military, and Naval Outfitter, will remove on the 1st of March to the new and extensive premises, 30, Meadow Street, lately occupied by the Bhattia Financial, opposite the Bank of Bombay.

21st February 1866.

**THORNHILL & Co., Opticians, Engravers** &c., Medow Street, Bombay. Established 1850

**DUNCAN ROAD IRON WORKS.—J. RANKIN** & Co., Engineers and Boiler-makers, Engine, Ship and General Smiths, Cast Iron and Brass Founders.

**NOTICE.—We have the pleasure to intimate** that we have been appointed AGENTS for the SCINDE SEED CRUSHING COMPANY (LIMITED), Kurrachee, and are prepared to receive orders for Castor, Linseed, Sweet and Rape Oil.

J. A. BROWN & Co.

13, Medow Street, 24th February 1866.

**THE undersigned have on sale at their Go**down a large quantity of BLASTERING GUN POWDER of the best quality, and PATENT FUZE, on the following Price:—

BLASTERING GUN POWDER at 14 Rs. per cwt.
PATENT FUZE ............ at 60 Rs. per Barrel.

HEPTOOLLA ALLYBHOY & Co.,
Ship Chandlers, No. 7, Apollo Street, Fort.

**ALLIANCE FINANCIAL CORPORATION** (LIMITED).—NOTICE is hereby given, that an EXTRAORDINARY GENERAL MEETING of the Shareholders will be held at the Offices of the Corporation, No. 2, Forbes Street, on MONDAY the 12th proximo, at the hour of 3 P. M., for the transaction of the following business:—

1st.—To receive and consider the Report of the Directors.

2nd.—To consider a proposal to wind up the Corporation voluntarily: and in the event of a resolution to this effect being passed,

3rd.—To nominate Liquidators and to fix their remuneration.

By order of the Board of Directors,
S. GOLTCHMAN, Acting Secretary.

Bombay, 24th February 1866.

**INDO-EGYPTIAN AND LONDON BANK** (LIMITED).—FINAL NOTICE.—NOTICE is hereby given, that all Shareholders who have not paid the Contributory Call of Rs. 20 per Share with interest, on or before the 10th March next, will absolutely forfeit their right to obtain Shares in the National Bank of India in exchange for those in this Bank.

The Share Certificates of the National Bank of India are now being prepared and will shortly be ready for issue.

D. HOGARTH, Liquidator.

21st February 1866.

SCINDE PRESS COMPANY (LIMITED).

सिंद परेस कंपनी लिमीटेड.

થાંદ પરેશ કંપની લીમીટેડ.

**NOTICE.—An EXTRAORDINARY GE**NERAL MEETING of the Shareholders of the above Company will be held at the Office of the Secretaries and Treasurers on FRIDAY the 9th proximo, at 3 P. M., to consider the advisability of winding up the Company voluntarily, as proposed at the General Meeting held this day at 3 P. M.

EWART, LATHAM & Co.,
Secretaries and Treasurers.

Office, Bombay, 26th Feb. 1866.

**THE "BOMBAY GUARDIAN."—The** *Bombay Guardian* was published from 1851 to 1865, maintaining its character throughout this period as a religious, undenominational, Catholic Journal. Its publication ceased in July last, by a necessity that seemed unavoidable. Much regret for this cessation has since been expressed, and arrangements have at length been made for its re-establishment under the former Editorship. Several gentlemen of known ability have agreed to write for it, and it is hoped that the questions of the day—literary, social, political, scientific, and missionary—may find appropriate treatment in its columns; the first place, in all discussions, being given to the testimony of Scripture. It is intended that the first number shall appear on the first Saturday in March.

Terms of Subscription—Rs. 12 per annum; with Indian Postage Rs. 15-4-0. Payable in advance, (quarterly, where more convenient.) Adress, "Editor *Bombay Guardian*, Tract and Book Depository, Esplanade."

Bombay, 10th February 1866.

**FROM BOSTON, by Ice Ship** *Milton*, to arrive in April—

150 Bbls and half Bbls Apples,
100 Bbls Flour,
200 Do. Rosin,
300 Cases Naptha,
100,000 feet Lumber,

FOR SALE to arrive by BENJ. F. FIELD, Jr., Agent Tudor Co.

**THE ALLIANCE FINANCIAL CORPORA**TION (LIMITED).—NOTICE is hereby given that the SECOND CALL of Rupees Fifty (50) per Share is payable at the Bank of Bombay on or before the 1st February 1866, in accordance with the terms of a Resolution passed at a Meeting of the Directors held this day.

By order of the Board,
S. GOLTCHMAN, Acting Secretary.

Bombay, 20th Dec. 1865.

**NOTICE—CHUNAM!! Companies, Con**tractors, or other Parties in Bombay can be supplied with CHUNAM of the best description, from the "Verawul Harbour Works," at moderate prices. Applications to be addressed to EDWARD BALIOL SCOTT, Esq., Consulting Engineer, Verawul Kattywar.

Samples of the CHUNAM may be procured at Messrs. SOONDERJEE, NANJEE & Co., Bazaar Gate, Bombay.

## NOTICES.

### MESSRS. BADHAM & COMPANY,

**SUCCESSIVELY appointed by the late** EARLS CANNING and ELGIN, and by the present Viceroy and Governor General of India, SIR JOHN LAWRENCE, G. C. B.

APOLLO HOUSE, APOLLO AND MARINE STREETS, BOMBAY.

BADHAM'S White Zephyr Shirts, Rs. 50, 55, 60 and 65 per dozen, made to measure, and universally worn in India. *See Catalogue.*

| | | Rs. | As. |
|---|---|---|---|
| BADHAM'S Pure Silk and Wool Shirts | each. | 10 | 8 |
| BADHAM'S Pure all Wool Shirts | „ | 10 | 0 |
| BADHAM'S Pure Cashmere Shirts | „ | 10 | 8 |
| BADHAM'S Pure Spun Silk Shirts | „ | 12 | 8 |
| BADHAM'S Zingary Cricketting Shirts | „ | 10 | 0 |
| BADHAM'S Silk and Wool Sleeping Suits | „ | 20 | 0 |
| BADHAM'S Pure all Wool Sleeping Suits | „ | 20 | 0 |
| BADHAM'S Cashmere Sleeping Suits | „ | 20 | 0 |
| BADHAM'S Regent, Dux, Indian and Military Collars | per doz. | 7 | 0 |
| BADHAM'S India Gauze Banians | each. | 4 | 12 |
| BADHAM'S Silk and Wool Banians | „ | 4 | 12 |
| BADHAM'S Gauze Banians | „ | 4 | 0 |
| BADHAM'S Silk and Wool Drawers | „ | 6 | 0 |
| BADHAM'S Balbriggan Socks | per doz. | 20 | 0 |
| BADHAM'S Fine Dressed Cotton Socks | „ | 11 | 0 |
| BADHAM'S Celebrated Merino Hosiery. | | | |
| BADHAM'S Knickerbocker Stockings | each. | 3 | 8 |

| | | | |
|---|---|---|---|
| Jouvin's best French Kid Gloves | per pair. | 2 | 12 |
| White Kid Gloves | „ | 1 | 12 |
| Dog Skin Gloves | „ | 2 | 12 |
| Buck and Doe Gloves | „ | 3 | 12 |

| | | | |
|---|---|---|---|
| The Universal Scarf | each. | 4 | 12 |
| The Romal Scarf for Pin or Ring | „ | 4 | 8 |
| The Windsor Scarf | „ | 2 | 12 |
| The Derby Scarf | „ | 4 | 8 |
| The Diamond Scarf | „ | 4 | 4 |

An immense assortment of Scarfs and Ties.

Overland Trunks, 2 feet 6, 2 feet 9, 3 feet, Rs. 26, 28, and 30 each.
Railway Portmanteaus, Rs. 17, 19, and 22 each.
Courier Bags, 6, 8, 9, and 12 Rupees.
Hat Cases, Rs. 6-12 each, Railway Rugs Rs. 12 to 30.
LINCOLN and BENNETT'S Black Silk Hats.
ELLWOOD'S Helmets, Oxford and Shooting Hats.
CHRISTY'S Melton, Oxford, Straw, and Tweed Hats.

Mofussil orders will have special attention.

BADHAM'S Catalogue contains particulars of the Route to England via Trieste, also the P. and O. Co.'s rates of passage money, and the Winners of the Derby at Epsom since 1846.

BADHAM & Co.,
Apollo House, Bombay.

**THE next PAPER HUNT will take place on** THURSDAY the 8th instant. The Meet will be at Mahalukshmi, corner of the Flats, at 6-15 A. M.

**ELPHINSTONE FINANCIAL ASSOCIA**TION OF INDIA (LIMITED).—Shareholders holding ALLOTMENT PAPERS or PROVISIONAL CERTIFICATES are requested to send them in and to have them exchanged for SHARE CERTIFICATES.

R. BALCRUSTNA, Manager.

7, Church Lane, 5th March 1866.

**THE LONDON ASIATIC AND AMERICAN** COMPANY (LIMITED).—NOTICE.—No further applications for SHARES will be received after SATURDAY the 10th inst.

ROBERT HANNAY,
Managing Director, pro. tem.

Bombay, 5th March 1866.

MR. JOHN T. T. BROWN,
UNDERTAKER, SCULPTOR, AND ENGRAVER,
No. 9, Bellasis Road, Byculla.

**SHORTLY EXPECTED from England—Mo**numents, Tombs, Crosses with Pedestals, and Head and Foot Stones, with Curb Stones (and Iron Rails) of Marble, Portland Stone and Red Polished Granite. Plans of same can be seen at any time and orders registered.

**NOTICE.—FOREST DEPARTMENT, POO**NA COLLECTORATE.—Will be sold by PUBLIC AUCTION at the Mamlutdar's Cutcherie, Haveilley, on the 9th April 1866, about 22,000 TEAK RAFTERS, hewn this season, in the above Districts, all removed out of the Forests and lying near the line of road between Singurh and Poona. Also at the same time and place will be sold about 200 Candies of FIREWOOD.

Further particulars of sale can be obtained on application to the Mamlutdar or to the undersigned on tour in the Sattara Collectorate.

W. G. HILLIARD,
Deputy Conservator of Forests, Poona and Sattara.

Deputy Conservator of Forests, Camp Indoolee, 2nd March 1866.

GRANT ROAD THEATRE,
THURSDAY EVENING, 8TH MARCH.

**THE SEVENTH, AND LAST BUT ONE,** WONDERFUL MAGICAL REPRESENTATION, by PROFESSOR VANEK & COMPANY, Grand Wizard of the North, Artist to His Majesty the Sultan of Turkey.

☞ *In addition to a variety of extraordinary and amusing feats of Witchcraft and Sleight-of-hand, which will be performed for the first time* (THIS EVENING, 8TH MARCH) *the popular and* WONDERFUL DECAPITATION *scene will be repeated for the third time, by special request, as a great number of the community were again disappointed on* THURSDAY, *on account of the crowded state of the Theatre.*

CARDS OF ADMISSION.

| | |
|---|---|
| Dress Circle (Family Tickets to admit three) | Rs. 15 |
| Dress Circle (Single Tickets) | „ 6 |
| Dress Circle (for Children under 8 years) | „ 3 |
| Stalls | „ 4 |
| Gallery | „ 3 |
| Pit | „ 2 |

Doors open at 8 o'clock, performance to commence at 8-45.

☞ Tickets to be obtained at Messrs. SOUNDY & Co., and at the Theatre on the evening of the Performance.

**NORTH BRITISH AND MERCANTILE** INSURANCE COMPANY.—(INCORPORATED BY ROYAL CHARTER AND ACT OF PARLIAMENT.—The undersigned are prepared to accept risks against Fire on buildings possessing the necessary requisites, at the lowest rates of premium.

W. NICOL & Co., Agents.

Bombay, January, 1866.

**WOODEN HOUSES.—The undersigned are** prepared to construct in Bombay Houses of the best Maulmain Teak from 3,000 Rupees and upwards. Designs and estimates to be seen at 13 Gilder Street, Tardeo.

W. ADDIS AND CAMPBELL, C. E.

No. 13, Gilder Street, Tardeo, Bombay, 14th February 1866.

A CARD.

MR. ADOLPH GABRIEL,
DENTIST.
No. 4, Hornby Row, Fort.
At Home daily from 10 A. M. to 5 P. M.
CONSULTATIONS GRATIS.

**THE BOMBAY COMMISSION AGENCY** AND BANKING CORPORATION (LIMITED). —NOTICE is hereby given, that an EXTRAORDINARY GENERAL MEETING of the Registered Shareholders of the above Corporation will be held at its Office, No 1, Oak Lane, on MONDAY the 19th March 1866, at 3 P. M., to confirm the following Resolutions, passed at the First Ordinary General Meeting of the Shareholders held on the 14th instant:—

1. That the Corporation be wound up voluntarily.
2. That Messrs. Rughunath Ramchundra, Temooljee Pestonjee, and Rughunath Damodhur be appointed Liquidators, and that a remuneration of 1 per cent. on the amount of recovery be divided amongst them.

RUGHUNATH RAMCHUNDRA & Co.,
Treasurers and Managers.

Bombay, No. 1, Oak Lane, 19th February 1866.

**SCALES FOR WEIGHING RUPEES.—** Several Scales of different powers, weighing from Rs. 200 to Rs. 1,000, with tripod stand, Gilt Brass Chains, Copper Pans, fitted in Oak Boxes, with Gun Metal weights, Engraved from ¼ Tola to 1,000 Tolas.

TREACHER & Co. (LIMITED).

**CHARLES MONNET & Co., COMMIS**SION, MESS, AND GENERAL AGENTS FOR ENGLISH AND FOREIGN GOODS.

1, MEADOW STREET, FORT.

C. M. & Co., having commenced business as above, request the favour of the patronage of the inhabitants of Bombay and the Presidency. Their business will be conducted under the management of Mr. Gustave Monnet, whose experience in India, and trade connexions in Europe, offer a sure success for all commissions entrusted to the Firm. The public are invited to inspect the stock of useful and ornamental articles now on view at their establishment. The following list give a portion of the stock now available: Leather Trunks, Travelling and Courier Bags, Carpet and Water Proof Bags, Railway and Carriage Wrappers (Waterproof and otherwise), Witney Blankets, Morocco Skins, Patent Velvet Rugs, Patent enamelled iron Cooking and Washing Utensils, Japanned Cash and Deed Boxes, Toilet Combs, Brushes, &c.; Ladies', Gentlemen's, and Children's Boots and Shoes; Clothes, Horse, Carpet, Plate, Paint, &c., Brushes, Inkstands, Pens, Penholders, Lead and Slate everpointed Pencils, Portable Writing Cases, Letter-weighing Machines, Patent Keyless Padlocks, Adult and Young Gentlemen's Tool Chests, Meerschaum and Briarwood Pipes, Tobacco Pouches, Cheroot Cases, Pipe Stems, Cheroot-holders, Match and Fusee Boxes, Tobaccos, Riding and Driving Whips, Walking Sticks in great variety; Walking Stick Campstools, Single and Double Harness, Bridles and Girths, Electro-plated Ware, Gentlemen's Doe Skin Driving Gloves, Gentlemen's Braces, Portable Dressing Cases, Hand Mirrors of sizes, Corsets and Crinolines, Hair Nets (plain and fancy), Tortoiseshell Bracelets, Jet Chains; Guns, Rifles and Revolvers, from best London Makers, Powder and Shot, Flasks and Belts, Powder Cannisters, Powder Measures from 2½ to 5 drms, Patent Cartridge Fillers, Patent Rifle-shot and Game Markers, Patent Cap Holders, Dog Calls and Collars, Drinking Flasks with Cups, Hunting Knives; a first class Electro-plated Telescope in Mahogany case, complete, with Stand, &c. (very handsome) by Bland, London; a powerful Microscope in case complete with objects, Microscopic Portraits &c.; the Game of Croquet; Parlour Battledoor and Shuttlecock; a large assortment of Toys; Fancy and Carriage Clocks; a small collection of first Class English Gold and Silver Watches, highly recommended.

Out-Station orders promptly and carefully attended on receipt of remittance.

Bombay, 8th February 1866.

## NOTICES.

**ELPHINSTONE HOTEL, BOMBAY, entire**ly under *English Management*, affords superior accommodation, of every description, at moderate charges.

The *Sleeping Apartments* are furnished throughout, in a manner which cannot fail to secure to all Visitors those comforts which it has been the great aim to provide.

The *Dining Hall*, with accommodation for at least eighty persons, is handsomely furnished and well lighted, and the *Table* and its appointments will be found superior to any in Bombay.

The *Drawing Room*, 50 feet by 34 feet, is elegantly furnished and tastefully arranged for the comfort of *Ladies* and their families.

The *Hotel* is delightfully situated on an elevated site in the *Mount Road*, only five minutes' drive from *Byculla Railway Station*, and ten minutes' from *Mazagon Bunder*.

A large *Boat* meets the *Mail Steamers*, and Carriages are provided for the conveyance of *Passengers* to the *Hotel*.

H. T. MARTIN, Manager.

Bombay, 1st November 1865.

**R. PARTRIDGE, Red Boot Mart, has always** in stock a select assortment of Boots and Shoes. All orders executed at shortest possible notice. No. 2, Hummum Street, Fort.

**GRAM.—The undersigned—having on hand** a large stock of superior qualities of GRAM—is now in a position to supply any quantity at the most reasonable rates. Contracts for 6 or 12 months' samples and prices may be obtained on application to

AUBREY PARTRIDGE,
22, Rampart Row.

**GUNS AND RIFLES FOR SALE.—Just** landed, a consignment of Guns and Rifles, by Messrs. E. M. Reilly and Co., 12, 14, 15, 16, and 24 bore, at prices ranging from Rs. 130 to Rs. 400.

Cartridge Cases and Wads.
Air-butt Guns, with Rifle and Shot Barrels.
Army Regulation Swords.

AUBREY PARTRIDGE,
22, Rampart Row.

**NOTICE is hereby given, that the PART**NERSHIP between us, the undersigned, HENRY ROGERS and CHARLES CAMPBELL PENNEY, under the name and firm of MACINDOE, ROGERS & Co., has been DISSOLVED as from the 31st day of August last, and that no further business will be carried on under that name and firm from this date.

HENRY ROGERS.
C. C. PENNEY.

Bombay, 5th March 1866.

**TINNEVELLY PRESS COMPANY (LI**MITED).—NOTICE is hereby given, that the SECOND ORDINARY GENERAL MEETING of the Shareholders will be held at the Office of the Secretaries, No. 5, Meadow Street, on TUESDAY, 20th instant, at 3 P. M., for the transaction of the following business:—

To receive the Directors' Report and the Balance Sheet made up to 31st December last.

To elect a Director in the room of Merwanjee Nusserwanje Bhownuggur, Esq., resigned.

To elect an Auditor in the room of Mr. S. Read, who retires, but is eligible for re-election.

By order of the Directors,
VOLKART BROTHERS,
Secretaries and Treasurers.

Bombay, 6th March 1866.

**THE BOMBAY GRAIN COMPANY (LI**MITED).—NOTICE.—The following Resolution was passed unanimously at a Meeting of Shareholders on MONDAY the 5th instant:—

"That in the opinion of this Meeting the affairs of the Bombay Grain Company (Limited) have been fairly wound up."

R. HANNAY, }
A. E. ASHLEY, } Liquidators.

Bombay, 6th March 1866.

**NOTICE is hereby given, that the affairs of** THE BOMBAY GRAIN COMPANY (LIMITED) having been wound up, and the accounts of the Liquidators approved, a final payment of Rupees Sixteen and Annas Eight per Share, will be made to the Shareholders on and after THURSDAY the 15th instant, at the Office of Messrs. Grey & Co., on delivery of Receipts for the first Call.

R. HANNAY, }
A. E. ASHLEY, } Liquidators,
Bombay Grain Company (Limited).

Bombay, 6th March 1866.

**THE UNITED VICTORIA AND COLABA** RECLAMATION AND PIER COMPANY (LIMITED).—NOTICE is hereby given, that the FIRST ORDINARY GENERAL MEETING of the Shareholders of the above Company, will be held at the Office of Messrs. Remington & Co., Apollo Street, on the 15th of March 1866, at 3 P. M. precisely, for the transaction of the following business:—

1. To receive the Report of the Directors and the Balance Sheet.
2. To appoint Directors in the room of the present ones, who retire from office, but are eligible for re-election.
3. To fix the remuneration of the present, and to elect new Auditors.

The TRANSFER BOOKS of the Company will be CLOSED from the 2nd March to the 16th March, both days inclusive.

By order,
D. J. KENNELLY, Secretary.

**FURTHER NOTICE.—MR. W. W. BURN,** a Shareholder, has notified his intention to submit a proposition at this Meeting of Shareholders, called for the 15th proximo, to the effect that each Share of the Company should be divided into five of the nominal value of Rs. 2,000 with Rs. 1,200 paid up.

Bombay, 28th February 1866.

**THE JUSTICES OF THE PEACE FOR** THE CITY OF BOMBAY.—I hereby give Notice, that a SPECIAL GENERAL MEETING of the JUSTICES OF THE PEACE for the City of Bombay will be held in the Town Hall on THURSDAY the 15th day of March 1866, at 3 o'clock in the afternoon precisely, when the following business will be submitted for consideration:—

The sanction of the Bench to be asked to the following proposals of the Municipal Commissioner, which have been provisionally sanctioned by the Standing Committee:

1. The purchase of certain ground in Girgaum for the erection of Public Necessaries.
2. The completion of that portion of the Gilder Road between Grant Road and Cammatteepoora Foras Road, and the construction of the new embankment beyond.
3. The removal of the Chinch Bunder Town Sweeping Siding, and the construction of a new Siding near Boree Bunder.
4. The terms of the Government lease of the Coorla Swamp.
5. The payment of Mr. W. Ashdown of a gratuity equal to two months' salary on his discharge; and payment to Mahadowrow Moroba of three months' salary on similar grounds.
6. Six months' leave to England to Mr. Edginton, Deputy Commissioner of Police, on full pay (Major Henderson undertaking that there shall be no extra expense to the Municipality on account of his absence), and the payment of his Passage Money both ways on condition of his qualifying under Captain Shaw, of the London Fire Brigade, as Superintendent of the Bombay Fire Brigade.
7. The payment at once was required of the Bench's contribution towards the Survey, in modification of the Budget Resolution.
8. Letters from Mr. Bulkley, Executive Engineer Main Drainage Works, to the Clerk of the Peace, on the subject of infringement of his agreement by the Municipal Commissioner's order, that he shall act under the superintendence of Mr. Russell Aitkin.
9. The Municipal Commissioner to ask the sanction of the Bench to Mr. Thwaites' acting allowance as Executive Engineer Drainage Works.
10. Tender accepted by the Municipal Commissioner for filling in the new Market site on the Esplanade.
11. A memorandum by Mr. Under Secretary Jacomb, No. 110, dated 15th January 1866, forwarding copy of a Government letter, No. 199 of 1866, appointing Russell Aitkin, Esquire, an Executive Engineer to the Municipality.
12. Contingent Bills for Printing Charges, &c. submitted for payment to the Worshipful Bench.
13. And (if possible) Report of the Over Bridge Committee.

C. E. STANGER LEATHES,
Clerk to the Justices of the Peace for the City of Bombay.

Bombay, Town Hall, 28th Feb. 1866.

**JEWELLERY.—An elegant selection of the** latest novelties in BRACELETS, LOCKETS, PINS, BROOCHES, BUTTONS, EAR-RINGS, CHARM-RINGS, SCARF RINGS, &c. &c. has just been received and exposed for inspection.

Rampart Row. THACKER, VINING & Co.

**THORNHILL & Co., WATCHMAKERS, are** constantly renewing their Stock of Gold and Silver Watches by McCabe, Thornhill Brothers, John Jones, and other eminent makers. Gold and Silver Genevas, also English and Foreign Clocks, in great variety.

Medow Street, Bombay. Established 1850.

### THE BOMBAY ALMANACK & DIRECTORY

**THE Bombay Almanack and Directory is the** OLDEST, LARGEST, CHEAPEST, and BEST Book of Direction and Reference published in India.

NEARLY NINE HUNDRED PAGES.—*Price Rs. 7, exclusive of Postage.*

THE ABRIDGED EDITION, containing upwards of 260 pages, *Price One Rupee and a half, exclusive of Postage.*

**POONA SEMINARY.—**

A sound English Education.
Abstract and applied Sciences.
The Sacred and Classical Languages.
The Vernaculars of the Presidency.
Vocal Music and Drawing.
Mental, Moral, and Physical Training.
Commodious Premises in a healthy and open locality.

For prospectuses apply to HENRY P. CASSIDY, Poona.

**TO RESIDENTS IN INDIA.—We are in** receipt of a Consignment of DR. RIDDELL'S new Edition of INDIAN DOMESTIC ECONOMY, revised to the present. It is a most useful work on Indian Cooking and a Housekeeper's guide. Price net Cash—Rs. 8.

TREACHER & Co. (LIMITED).

24th February 1866.

**THORNHILL & Co., JEWELLERS, receive** by each Mail Steamer from their London House the most fashionable additions to their Stock of Jewellery. Articles in Indian Gold made to order.

Medow Sreet, Established 1850.

## NOTICES.

**NOTICE.—The undersigned has THIS DAY** established himself as a FREIGHT BROKER. Office, No. 7, Military Square.

J. ATHEY.

Bombay, 1st February 1866.

**EX "MONMOUTHSHIRE," "A 5 ton STEAM** TRAVELLING CRANE, by J. Taylor and Co., Liverpool.

Two (2) 3 ton Travelling Cranes by Cowans, Sheldon and Co, Carlisle; also Crab Winches, Chains, Blocks, and other Contractors' Plant.

Lately received—Horizontal Steam Engines and Boilers, with all the latest improvements.

Daily expected, per "Norval," Steam Pumping Engines and Fire Engines, by Shand, Mason and Co.

Suction Hose, Delivery Hose, &c.

A lot of very superior English Leather Belting, from 2 to 6 inches wide, daily expected.

Portland Cement.
Cast Iron, Wrought Iron and Lead Pipes.
Gas Chandeliers and Fittings.

Orders registered for galvanised corrugated Iron.

FLETCHER & MITCHELL.

Metal Mart, 30th January 1866.

**ROYAL EAST INDIAN MARINE INSUR**ANCE COMPANY (IN LIQUIDATION).—All Persons claiming to be Creditors of this Company are requested to lodge their Claims without delay.

LAURENCE ROBERTSON, Liquidator.

No. 2, Nesbit Lane, 6th March 1866.

GEORGE III. JUTE AND WOOL SPINNING AND WEAVING COMPANY (LIMITED).

જારજ ધી થરડ જુત આનડ વુલ ઇશપીનીગ અને વીવીંગ કમપની (લીમીટેડ).

**NOTICE is hereby given, that on and after** the 20th August 1865, Interest will be charged at the rate of 18 per cent. per annum, on all Calls on Shares of the above Company remaining unpaid on above date.

By order of the Directors,
MUNCHERJEE JAMSETJEE & SONS,
Secretaries and Treasurers.

**HIS EXCELLENCY THE GOVERNOR'S** BAND will play in the Victoria Gardens every THURSDAY Evening until further notice.

*Garden Rules.*—No Carriages, or Horses, or Dogs are admitted into the Gardens, which are closed half an hour after sunset, or on Band nights half an hour after "God save the Queen" has been played. Carriages and Horses will be left opposite the Victoria and Albert Museum.

Annual Subscription to the Society, Rupees 30.

GEORGE BIRDWOOD, Honorary Secretary.

Town Hall, 5th Dec. 1865.

N. B.—Seats are reserved especially for ladies on band nights.

**SYKES & Co.'s PORTRAIT ROOMS, Bela**sis Road, between the Byculla Club and Bombay Hotel. Photographic Apparatus and Chemicals of every description; Bohemian Glassware, a great variety; 5,000 Rolls of the best French and English Wall Papers with superb borders to match; choice Vegetable Seeds in boxes containing 38 different kinds, at Tamarind Lane.

THE PRINCE OF WALES' SHIPPING COMPANY (LIMITED).—UNDER LIQUIDATION.

धि प्रिन्स अफ वेल्स शिपिंग कंपनी (लिमिटेड)

ધી પરીનશ આર વેલશ શીપીંગ કમપની, લીમીટેડ.

**NOTICE is hereby given, that a SECOND** DISTRIBUTION of the assets of the above Company, at the rate of Rupees 170 per share, will be paid to the Shareholders, on and after TUESDAY, the 6th March, 1866, between the hours of 10 A. M. and 3 P. M., at the Office of the undersigned, No. 4, Church Street.

Shareholders are requested to produce certificates of shares standing in their own names, at the time of receiving payment.

By order,
EWART LATHAM & Co.,
Agents for Liquidators.

Bombay, 23rd February 1866.

BOMBAY BONDED WAREHOUSE COMPANY (LIMITED).

બોમબે બોનડેડ વેરહાઊશ કમપની (લીમીટેડ).

बाम्बे बांडेड वेरहाउस कपनी (लीमीटड).

EIGHTH INSTALMENT OF Rs. 200 PER SHARE.

**NOTICE.—The Shareholders of the above** Company, are hereby requested to pay at the Office of the Company, 27, Meadow Street, the EIGHTH INSTALMENT of Rs. 200 (making Rs. 1,800 paid up) on or before THURSDAY, the 15th March 1866.

By Order of the Board of Directors,
ALEX. C. BRICE & Co.
Secretaries and Treasurers.

Bombay, 24th February 1866.

**NOTICE.—TREACHER AND COMPANY** (LIMITED) regret to be under the necessity of increasing their prices of Bacon, Ham and Cheese (which is received by each Overland Steamer) owing to the high prices ruling in England in consequence of the epidemic in Cattle. Prices from the present date will be as follows:—

Ham and Bacon ............Rs. 1-6 per pound.
Cheese all kinds in cut ............Rs. 1-8 ditto.

Bombay, 1st December 1865.

**C. STEPHENS AND SONS, Veterinary,** Forge, Livery, and Commission Stables, Baboola Tank Road.

Horses purchased and sold, and a Commission of 17 Rupees charged to the purchaser and seller.

| | | | | |
|---|---|---|---|---|
| Certificates as to soundness or otherwise | Rs. | 5 | 0 | 0 |
| Shoeing, Fitz Wagram's principle | | 2 | 8 | 0 |
| Ditto Ordinary ditto | | 2 | 0 | 0 |
| Removing Shoes | | 1 | 8 | 0 |
| Preventing Cutting | | 2 | 8 | 0 |

Up Country Commissions carefully and punctually attended to.

C. STEPHENS & SONS.

Bombay, 3rd November 1865.

NO MORE BAD BREAD OR PASTRY.

**HARPER TWELVETREES' BAKING** PASTRY POWDER never fails to make light and sweet bread, and very superior pastry, puddings, dumplings, biscuits, cakes, &c., always ready and sure to act; ready to bake as soon as mixed; and the most ignorant can hardly mistake in using it. Try a small canister Wholesale agent, Mr. G. B. GLADDING, Old Police Office, Forbes Street, Bombay. Retail Agents wanted.

**THE EAST INDIA LAND, CREDIT, AND** FINANCE COMPANY (LIMITED).

SUBSCRIBED CAPITAL £1,000,000 in 20,000 SHARES OF £50 EACH.

PAID UP CAPITAL £200,000.

*Invested in Land Mortgage Securities in India upwards of 17 Lacs of Rupees.*

HEAD OFFICE, 5, East India Avenue, Leadenhall Street, London.

The Company issue Debenture Bonds under their seal at Bombay for such sums and at such rates of interest as may be agreed upon, which are secured by all the Property of the Company, including the Land Mortgage Securities, as above, and of the uncalled Capital amounting to the sum of £800,000 and receive deposits for fixed periods at the following rates:—

For 3 months at 7 per cent. per annum.
„ 6 months at 9 per cent. per annum.
„ 12 months at 9 per cent. per annum.

And grant Loans upon the security of House and Landed Property and other approved Securities.

CARDWELL, PARSONS & Co., Agents.

**BOMBAY JOINT STOCK CORPORATION** (LIMITED.)—NOTICE is hereby given, that a SPECIAL GENERAL MEETING of the Shareholders in the above Corporation will be held at the Registered Offices, 21, Rampart Row, on MONDAY the 12th proximo, at 3 o'clock in the afternoon, for the purpose of confirming the following Resolutions, which were duly passed at the Ordinary General Meeting on the 8th instant, viz:—

1. That the Company be wound up voluntarily.
2. That the following Gentlemen be appointed Liquidators, viz.:—
   Rowland Hamilton, Esq.
   F. A. Spencer, Esq.
   Raggoonath Narrayen, Esq.
3. That the remuneration of the Liquidators be 2 per cent on the amount of the receipts, to be divided amongst them.

JOHN C. TEASDALE,
Offg. Manager.

Bombay, 26th February 1866.

CHESSON & WOODHALL'S LIBRARY
24, MEADOW STREET, FORT.

**ENGLISH AND FOREIGN NEWSPAPERS** AND PERIODICALS.—FINAL NOTICE.—The undersigned being desirous of closing their business as early as possible after December next, hereby give notice that they will not undertake to continue the supply of English and Foreign Newspapers and Periodicals after the expiry of the present year 1865.

This timely intimation is given to enable all parties now receiving Newspapers &c., from our house to make arrangements with some other firm for their supply during the ensuing year.

To those of our constituents who have paid us with regularity, we return our sincere thanks; we break our connection with them with regret, all who have up to this date ignored our claims on them, are again requested to pay up, from these we part without sorrow.

No new Subscribers for Papers &c., for the remainder of the present year will be received after this date.

CHESSON & WOODHALL.

Bombay, 7th Sept. 1865.

**ROYAL BANK OF INDIA.—FORFEI**TURE OF SHARES.—NOTICE is hereby given, that in terms of previous Advertisements, all Shares in this Bank on which any Calls remain unpaid are absolutely forfeited for the benefit of the Company, in conformity with Act XIX. of 1857 of the Legislative Council of India and the Articles of Association.

By order of the Board of Directors,
H. P. HOADLEY, Acting Manager.

**TRAVELLERS' REQUISITES.—The atten**tion of intending travellers is requested to a consignment of OVERLAND TRUNKS, BONNET BOXES, RAILWAY PORTMANTEAUS, SUIT CASES received into the Miscellaneous Department of ST. ANDREW'S LIBRARY:—

| | |
|---|---|
| OVERLAND TRUNKS, 2ft. 9in. with Trays | Rs. 28 |
| RAILWAY PORTMANTEAUS, welted canvas with or without Divisions, 20, 22 and 24 inches | Rs. 18 to 25 |
| RAILWAY PORTMANTEAUS, best basil, 18, 22 and 24 inches | Rs. 18 to 25 |
| BONNET BOXES brass-nailed, 18, 21, 24, 27, 30 inches | Rs. 6 to 14 |
| SUIT CASES, American cloth, 20 inches | Rs. 9 |

Rampart Row. THACKER, VINING & Co.

## NOTICES.

**AMATEUR CONCERT, AT GOVERN**MENT HOUSE, PARELL, on an early date, of which notice will be given.

A CONCERT, in aid of the CATHEDRAL ORGAN FUND, will be given by the members of the Cathedral Choir, assisted by several Amateurs, on an early date.

The Concert will be held in Government House, Parell, H E. Sir Bartle and Lady Frere having kindly placed the Drawing-Room at the disposal of the Committee for this purpose,

*Committee.*

Rev. W. K. Fletcher. E. I. Howard, Esq.
L. H. Bayley, Esq. R. Ryrie, Esq.
F. S. Chapman, Esq. R. L. Tracey, Esq.
Dr. R. S. Sinclair. Lieut. J. Dowden, Esq.
D. Trevor Roper, Esq.

**BOMBAY BONDED WAREHOUSE COM**PANY (LIMITED).—VICTORIA BUNDER.—This Company is prepared to LAND and WAREHOUSE GOODS and to issue WARRANTS for the same. Produce or private effects being transmitted from the interior can be consigned by Railway, Steamer, or Coasting Craft direct to the Company's charge.

ALEX. C. BRICE & Co.,
Secretaries and Treasurers.

20th January 1866.

**FINANCIAL ASSOCIATION OF INDIA** AND CHINA (LIMITED).—The rate of INTEREST allowed on DEPOSITS from THIS DATE and until further notice will be as follows, viz:—

For 3 months ............ 8 per cent. per annum.
„ 6 „ ............ 7 ditto.
„ 12 „ ............ 7 ditto.

By Order of the Board,
JOHN SMITH, Offg. Manager.

**NEW TEAS DIRECT FROM CHINA.—** Received by the last Steamer.

BLACKS OF ALL KINDS.

Finest Pouchong.
Do. do. with Pekoe.
Do. do. with Hyson (Green).
Do. Souchong.
Do. do. with Pekoe.
Do. do. with Hyson (Green).
Do. Orange and Flowery Pekoe separate.
Do. New Hyson separate.

In Packets of 1 pound and Boxes of 7 pounds each at Rs. 3 per pound.

TREACHER & Co. (LIMITED).

**NOTICE is hereby given, that SEALED** TENDERS for making up the CLOTHING OF THE ARMY in this Presidency will be received at the Office of the Superintendent of Army Clothing in the Town Barracks, up to 1 o'clock P. M. on THURSDAY the 8th March 1866. All particulars may be learned at the above Office daily, between the hours of 12 and 4 P.M. (Sundays excepted).

G. A. LECKIE, Lieut. Colonel,
Superintendent of Army Clothing.

Army Clothing Office, Bombay, 12th Feb. 1866.

**CHOLERA, DYSENTERY, DIARRHŒA,** CRAMP, AGUE, FEVER, RHEUMATISM, CONSUMPTION, ASTHMA, COUGH, &c.—The Original CHLORODYNE, invented by RICHARD FREEMAN, Pharmaceutist, is allowed to be one of the greatest discoveries of the present century, and is largely employed by the most eminent Medical Men, in hospital and private practice, in all parts of the globe, and is justly considered to be a remedy of intrinsic value and of varied adaptability, possessing most valuable properties and producing curative effects quite unequalled in the whole *materia medica.*

It rapidly relieves pain, from whatever cause, will be found to allay the irritation of fever, to soothe the system under exhausting diseases, and to give sleep without producing any one of the unpleasant feelings so commonly arising from the use of opiates.

In CHOLERA, DIARRHŒA, and DYSENTERY, its effects are most signal; conclusive evidence of the value of it, in these affections, is afforded by the following:—from

The Right Honourable EARL RUSSELL, who graciously transmitted to the Inventor of Chlorodyne, Mr. R. FREEMAN, and to the Royal College of Physicians of London, the following:—

Extract of a Despatch from Acting-Consul WEBB, dated Manilla, Sept. 17th, 1864:—

"The remedy most efficacious in its effects (in Epidemic Cholera) has been found to be CHLORODYNE, and with a small quantity given to me by Dr. BURKE I have saved several lives."

Numerous Testimonials from the most eminent Members of the Medical Profession, enclosed with each Bottle; also full and explicit Directions for Use. Manufactured by the Inventor, RICHARD FREEMAN, 70, Kennington Park Road, London, S., Sold in Bottles, ½ oz., 1s. 1½d.; and 1½ oz., 2s. 9d. each, by all Chemists.

CAUTION.—Beware of Spurious and Deceptive Imitations. The genuine has engraved on the Government Stamp, outside each bottle, "FREEMAN'S ORIGINAL CHLORODYNE." Be not persuaded to buy any Substitute.

To be obtained in Bombay of Messrs. ROGERS & Co.; and Kurrachee, Mooltan, &c., Messrs. BUDGETT & Co.

## WANTED.

**WANTED, a BUNGALOW at Matheran, for** 3 months (March, April and May). Apply to "I. W. H.," *Bombay Gazette* Office.

## HOUSES, &c., TO LET.

**TO BE LET, a comfortably furnished BUN**GALOW on Malabar Hill, for about 7 months, from 1st April. Rent Rs. 500. Apply to MACNEE, THOMSEN & Co., Rampart Row.

**TO BE LET, furnished, from the 1st proximo,** for six months, the HOUSE on Malabar Hill, now occupied by

5th March 1866. F. MATHEW.

**TO LET, from the 1st proximo, a snug little** COTTAGE in Mount Road, Mazagon, at present occupied by Mr. M. Roonan. For particulars apply to

SORABJEE JAMSETJEE JEEJEEBHOY.

Bombay, 5th March 1866.

**TO LET, for the season, FURNISHED BUN**GALOWS on Matheran, Khandalla, and Mahableshwur Hills. Apply to N. SORABJEE & Co., 11, Forbes Street. House & Commission Agents.

**TO LET, (with immediate possession), a com**fortable, airy BUNGALOW in Falkland Road, suitable for a large Family. Apply to N. SORABJEE & Co., 11, Forbes Street. House & Commission Agents.

**TO LET AT POONA, from the 1st of May** 1866, an Upper Storied BUNGALOW, in the New Neutral Lines, containing Dining, Drawing Rooms and Godown, two large Bed Rooms, Dressing and Bath Rooms, with accommodation for Servants, Horses and Carriages. Apply to Messrs. MORGAN and BALKHRISHNA, Auctioneers and Commission Agents, Poona.

Poona, 21st February 1866.

**TO LET, from 15th March to 31st May, a** well furnished commodious BUNGALOW on the Hill at Bandora. Rent moderate. Apply to "I. G. B." care of *Times of India.*

**TO BE LET, (with immediate entry), an airy** and commodious BUNGALOW at Malabar Hill, opposite to Colonel BALLARD's Bungalow. Rent Rs. 400 a Month. Apply to "M. A," *Bombay Gazette* Office.

**TO LET, a large tile roofed quadrangular** SHED, on the property of the Mazagon Land and Reclamation Company (Limited), capable of holding about 300 Bullocks. For Rent and Terms apply to the Traffic Office at the Powder Works Bunder.

**TO LET, an OFFICE on the First Floor in** Apollo Street, opposite the Secretariate. Apply to Messrs. M. and M. HEERJEE & Co. in Elphinstone Circle, or to Messrs. JEHANGHIR NUSSERWANJEE & Co. in Apollo Street.

**TO LET, two spacious GODOWNS in the** Apollo Street. Apply to REMINGTON & Co.

**TO BE LET, OFFICES on the second Floor** in Elphinstone Circle, opposite Messrs. FORBES & Co. Apply to Messrs. GRINDLAY, GROOM & Co., 7, Church Lane, Fort.

**TO BE LET, convenient CHAMBERS, OF**FICES, and GODOWNS in the Premises adjoining the Office of Messrs. Remington and Co., lately occupied by the G. I. P. R. Company. Apply to

KEIR, RAMSDEN AND PRESCOTT.

22nd February 1866.

## FOR SALE.

**FOR SALE, a handsome second-hand BUGGY,** by LEWIS of SALISBURY. Price Rs. 750. Apply to TREACHER & Co. (LIMITED).

**FOR SALE, about 115 Tons of WELSH** RAILS, 65 lbs. to the yard, bored for fish plates. Apply to W. NICOL & Co.

**FOR SALE, a quantity of Canvas, Rope,** Cordage, Twine, and other Stores. Apply to W. NICOL & Co.

**GLASS ICE JUGS, for Champagne and Claret** Cup of sizes, 1 quart and 2 quarts.

TREACHER & Co. (Limited).

**TO BE SOLD, belonging to the under**signed:—

| | |
|---|---|
| One Carriage and pair of Horses, with Harness, complete | Rs. 2,200 |
| One grey Arab Saddle Horse | „ 1,000 |
| One bay Arab ditto. | „ 600 |
| One chestnut Arab Harness Horse | „ 500 |
| One Shigram, with single Harness | „ 700 |

5th March 1866. F. MATHEW.

**HORSES FOR SALE.—Two High Caste** Arab COLTS, rising 4, each ... ... ...Rs. 2,000
Grey Arab "SIR LAUNCELOT," winner of several Races ... ... „ 1,000
Chestnut Australian Gelding "DON JUAN" ... „ 1,000

To be seen, on giving an hour's notice, at the Veterinary and Livery Stables, or at the Mazagon Police Office.

# NOW READY.

THE ABRIDGED EDITION
OF THE
BOMBAY CALENDAR AND DIRECTORY,
FOR 1866.
Price—Rs. 1-8 Annas.

It is believed the present Edition of the above work (consisting of nearly 300 pages) will be found the most complete ever published. Especial care has been taken with the Lists of Inhabitants, and the whole of the matter has undergone very careful correction and revision.

OPINIONS OF THE PRESS.

BOMBAY has sent us three small Directories from the Presses of the *Times of India, Bombay Gazette* and *Bombay Daily Post*, abridgments of its larger works in the same line. They are all most creditably compiled and printed. The *Bombay Gazette Press* has, however, it seems to us, produced the most useful work of the three.—*Bengal Hurkaru, Jan. 4.*

BOMBAY DIRECTORY.—We have to acknowledge with thanks the abridged edition of the Directory issued from the *Bombay Gazette Office*; and can cordially recommend it to public support.—*Madras Athenæum, Dec. 27.*

WE are indebted to the *Bombay Gazette Press* for a copy of the *Bombay Calendar and Directory* 1866, Abridged Edition, which is exceedingly well got up—*Oudh Gazette, Dec. 27.*

WE are indebted to the publishers of the *Bombay Gazette* for a copy of their abridged edition of "The Bombay Almanack and Directory for 1866." It presents a very neat appearance, and its contents seem to have been compiled with every degree of care and for the purpose of facilitating reference. The price is one rupee eight annas.—*Sindian, Jan. 3.*

THE BOMBAY DIRECTORY.—We have to acknowledge with thanks the receipt of a copy of the abridged Edition of "The Bombay Calendar and Directory for 1866." It is got up with great neatness, and the contents appear to comprise all the information which people with limited time at command would wish to possess.—*Neilgherry Excelsior, Dec. 28.*

THE Bombay Almanack and Directory for 1866, which is printed and published at the *Bombay Gazette* Press, has just reached us, and contains the usual Calendars, Reference Tables, Post Office Rates and Regulations, and a most comprehensive Directory of the Residents in Bombay and its neighbourhood as well as of those in the Mofussil. It is a most useful book and is very neatly and creditably got up.—*Mofussilite, Dec. 29.*

WE beg to acknowledge the receipt of the *Bombay Gazette* Calendar and Directory for the year 1866. It is very neatly got up, and contains much valuable information of every kind, and it is a most useful book for the commercial community, as well as that for the Military and Civil Services, and on reference, every requisite information can be obtained. The price of this Directory is *one rupee and eight annas.—Poona Observer, Dec. 21.*

WE have to acknowledge the receipt of the "Bombay Calendar and Directory" for 1866. This is an abridged edition of the Almanack, and has been published at the *Bombay Gazette* Press. It is handsomely bound in fancy covers, and in addition to the usual matter proper to a calendar, contains an interesting and concise account of Christian and Native festivals, fasts, and observances. It is offered to the public at the very low price of 1 rupee 8 annas, and better "value" for the money it would, we think, be impossible to obtain.—*Central India Times, Jan. 27.*

OUR best thanks are due to the Proprietors of the *Bombay Gazette* and the *Times of India* for copies of their abridged editions of the Calendar and Directory for 1866. As usual their typography and general "get up" reflect credit on the presses from which they are issued, while they contain much useful information intended for the general public. We perceive that the list of inhabitants has been divided, the Mofussil and Bombay residents being given separately, thus making it more easy for reference and future corrections. These lists are far more accurate than those for the past year.—*Our Paper, Jan. 1.*

THE BOMBAY CALENDAR AND DIRECTORY FOR 1866.—This useful and elegant publication reached us on Wednesday, and we are glad to perceive that age only increases its excellence. It is as full of information as an egg is full of meat. The price, we are sure, will scarcely cover the expenses of printing and paper. The contents are varied, interesting and valuable. Great care has been taken in compiling the work, and we can only congratulate the Manager of the *Gazette* Press on the success he has achieved. We wish him a merry Christmas, a happy new year, and a long succession of Calendars, with lots of subscribers, who always send the coin when they send for the copy. In this way a feeling of mutuality is engendered, which preserves friendship and survives when fairer fabrics fade.—*Deccan Herald, Dec. 22.*

*N.B.—Outstation Orders must be accompanied with a Remittance of Rs. 1-10, which amount will include Postage.*
*Gazette* Press, Fort.

## FOR SALE.

**SPRUCE DEALS.—TO BE SOLD, 6,542** SPRUCE DEALS and 324 DEAL ENDS, ex *Becherdass Ambaidass*, from Liverpool. Apply to

ROPER, PRICE & Co.

**FOR SALE, two PRINTING MA**CHINES—one Double Crown Size, the other smaller and suitable for Jobbing. Fitted with gear to work either by steam or hand. Will be sold a bargain, and can be seen in work daily at the *Bombay Gazette* Office.

**FOR SALE, a LIGHT PHAETON, with a** pair of good going Chestnuts, and a set of double Harness, for ... ... ... ... Rs. 1,600
A very light Office SHIGRAM, with grey Horse and Harness, for ... ... ... ... „ 1,200
A PIANO, by Schroder, with a Harmonican attached ... ... ... ... „ 700

Apply to J. MACNEE, Rampart Row.

**FOR SALE AT NANSEE PARPIA'S, Parell** Road, Byculla, White, Blue, and Gilt Dinner, Dessert, Breakfast, and Tea Sets, Silver and Electroplated Spoons and Forks of different patterns, and other Plated, Bronze and Plated hanging Argand Lamps, Velvet and Brussels Carpets, Carpets with Border, &c.

NOTICE.—The undersigned begs to notify to the public, both in Bombay and up-country, that he has no connection whatever in Business with his son Hassum Nansee, and to warn the public against paying to the said Hassum Nansee any sum or sums of money which may be due to him, the said Nansee Parpia, or to his shop, and that he the said Nansee Parpia will not be responsible for the transactions of the said Hassum Nansee.

CARRIAGES, &c., FOR SALE.

Very elegant double Broughams, open or close; Sociables; Stanhope Phaetons; Mail Phaetons; Waggonettes; Dog Cart, with hood on four wheels; Buggies; Children's Perambulators; Locomotive Cantering Horses; single and double plated Harnesses, &c., by best Manufacturers, London. Also, full size Billiard Tables complete.

NANSEE PARPIA.

**ROSSELET & Co., Bombay, Chronometer** Makers and Importers of English and Foreign WATCHES and JEWELLERY of all kinds and descriptions.

Established 1858.

Sole Agents in Western India for

PATECK }
BENOIT } Celebrated Gold and
COURVOISIER BROTHERS } Silver Watches.

and some eminent London and Paris Watch manufacturers. Gold Prize Medals have been awarded to their Swiss head firm, for highly finished Watches, at the International Exhibitions of London and Paris in the years of 1851 and 1855; also the first Prize Medal has been obtained at the International Exhibition of Nagpore (Central Provinces of India) held in the year 1865, for the best made Watches imported into this country and their moderate prices.

CAUTION.—Spurious imitations of our trade-marks having been made by unprincipled parties, we invite the public to inspect the genuine marks on our Watch Cases to avoid fraud and imposition.

A large (the largest stock in Bombay) and new assortment of Gold and Silver Watches, both for Ladies and Gentlemen, of all descriptions, sizes and prices, manufactured expressly for hot climates and warranted to keep correct time.

A beautiful selection of London made Jewellery, warranted fine gold and to be of superior workmanship, both for Ladies and Gentlemen.

Watches, Clocks, Jewellery, Mechanical Instruments, &c., &c., carefully repaired.

Orders from Out-stations punctually attended to.

**FOR SALE ON COMMISSION at the Rooms** of RUTTONJEE DOSSABHOY, Commission Agents, No. 1, Tamarind Lane, opposite Jaffer Sullimon's, Fort.

JUST LANDED.

Two very handsome and light new Cab Buggies, with plain and worked pannelled bodies, richly painted and lined, with silver lamps and furniture, built expressly for India by Hutchings and Otto, Dorchester.

1 elegant four-seated Miniature Brougham, with Circular Glass Frontage and dropping Venitians all round, with lamps, pole, and shaft, and silver furniture, by Buchanan & Co., Glasgow.

An elegant Dog-Cart, with lamps and furniture, by Starton, London.

One elegantly shaped small Mail Phaeton, with lamps, pole, shafts, and waterproof apron, by Robert Ness, senior, Aberdeen.

One handsome Cab Buggy, on C Spring, by Silk & Sons.

One very handsomely shaped Cab-body Park Phaeton, with lamps, pole and shafts, by E. Kesterton.

One light and strong open door Shigram, with lamps, pole and shafts, by Thorns.

One very elegantly shaped richly finished light Mail Phaeton, with reversible seats to back, with lamps, pole and shafts, by Henderson and Co.

An excellent Pill Box, with lamps and shafts, fit for medical men or brokers, by Wilson.

And other Carriages.

ALSO JUST UNPACKED.

A few sets of rich highly finished silver-mounted Buggy and Carriage Harness, with round Reins, &c.

A few silver chain edged Saddle Cloths, new leather pole pieces and steel chains. To be seen at

RUTTONJEE DOSSABHOY'S.

2nd March 1866.

# COMMERCIAL INTELLIGENCE.

## THE SHARE MARKET.

WEDNESDAY AFTERNOON.

THERE was a meeting of the Indian Peninsula London and China Bank (Limited) held at their premises this day, at which the shareholders expressed full confidence in the present Directors and the energetic Manager for the zeal and interest they had manifested in the cause of the institution. United Victorias rose from 2,450 to 2,500 per share; Commercials advanced from 12 to 13 per cent. premium; Back Bays close at 5,000 premium; Elphinstones at 125; New Elphinstones at 200 premium; Mazagons 1,300; Freres at 710 per share. Market steady.

### BOMBAY DAILY BILL AND STOCK LIST.

EXCHANGE.

| On what Place. | Terms. | Rates. |
|---|---|---|
| London Banks | 6 months' sight | 2s. 1 9/16d. to 2s. 1⅝d. |
| Do. Credits | Do. do. | 2s. 1⅝d. to 2s. 1 11/16d. |
| Do. Documents | Do. do. | 2s 1¾d. to 2s. 1 13/16d. |
| Calcutta | At sight | 100 |
| Do. | 30 days' sight | 99 |
| Do. | 60 Do. do. | 98 |
| Madras | 30 Do. do. | 99 |
| China | 60 Do. do. | 213 |

GOVERNMENT SECURITIES.

| | |
|---|---|
| Four Per cent. Sicca Rs. Transfer Loans | Rs. 90 |
| " " Sicca " Loan 1832-33 | " 93 |
| " " Co.'s " " 1835-36 | " 88¼ |
| " " " " 1842-43 | |
| " " " " 1854-55 | |
| Five per cent. Co.'s Rs. Loan 1856-57 | " 102¾ |
| Five per cent. Public Works Loan 1854-55 | " 101 p ct p |
| Five and a half per cent. | " 108¼ |

PRICES OF BULLION, &c.

| | |
|---|---|
| Sovereigns each | Rs. 10-2-0 |
| Bank of England Notes | " 10 |
| Spanish Dollars | " 225 |
| Carolus | " 226 |
| Mexican Dollars | " 220 |
| German Crowns | " 210 |
| Five-Franc Pieces | " 223 |
| Bar Silver | " 106¼ |
| Gold Leaf | " 15-4-1 |

PRICE CURRENT, 7th March 1866.

| COTTON at Colaba | Per candy. |
|---|---|
| Dhollera (New load) | Rs. 400 to 405 |
| Dhollera (April and May) | " 410 to 445 |
| Bhownuggur and Mowa | " 400 to 405 |
| Surat and Broach | " 360 to 365 |
| Porebunder | " 300 to 310 |
| Veeraval (New) | " 415 to 420 |
| Khandeish (New) | " 420 to 425 |
| Dharwar (Sawginned) | " 440 to 445 |
| Ditto (now ready) | " 460 to 465 |
| Hinghunghaut (New) | " 450 to 455 |

## MILITARY.

ARRIVALS.—MARCH 7.

Durand, Bt. Captain A., 10th Regiment N. I., on leave, from Poona.

Frankland, Captain C., 103rd Fusiliers, on duty.

DEPARTURES.—MARCH 7.

Davison, Major, Chief Inspector of Musketry, on duty, to Belgaum.

Frankland, Captain C., 103rd Fusiliers, on duty, to England.

Colledge, Lieutenant J., Bengal Cavalry, to join, to Goona.

## ARMY GENERAL ORDERS.

BY THE COMMANDER-IN-CHIEF.

Adjutant General's Office, Poona, 6th March.

Major Mainwaring is appointed to act as Deputy Assistant and not Assistant Quarter Master General, and Major Brag will act as Deputy Assistant, until the arrival of Major Mainwaring.

The following appointment is made with effect from the 2nd February last:—

*27th Regiment N. I.*—Captain W. H. Ross, Staff Corps, to second doing duty officer.

## SHIPPING.

| MAR. | ARRIVALS. | | |
|---|---|---|---|
| 7 | Western Belle | Valentine | Liverpool, Oct. 9. |
| | Burmah (s) | Irvine | Calcutta, Feb. 16. |
| | Pearl | Browne | Juddah, Jan. 17. |
| | John Scott | Brafold | Calcutta, Jan. 17. |
| | Karanjah (s) | Crocker | Goa, March 4. |
| MAR. | DEPARTURES. | | |
| 7 | Richard Rylands | Wilson | Liverpool. |
| | Waverly | Nacoda | Judda. |
| | Oorun (s) | Platt | Goa, &c. |

The following vessels obtained their port clearances yesterday:—
Ship *Lady Frere*, W. Jenkins, bound to Liverpool.
Ship *Premabhoy Hamabhoy*, S. M. Williams, bound to New York.
Ship *Beaumaris Castle*, W. Gardiner, bound to London.
S. S. *Indore*, Gaine, bound to Hongkong.

The following vessels began to load yesterday:—
Ship *Monmouthshire*, for Liverpool.
Ship *Wellaces*, for Liverpool.
Ship *Maria Grey*, for Persian Gulf.
Ship *Beatrice*, for Liverpool.

## VESSELS IN BOMBAY HARBOUR.

[c.l. signifies "commenced loading."]

FOR LONDON.
519 Dunelm, Roberts—C. N. Cama & Co. (c. l. Jan. 9)
639 Hollinside, Bains—The Captain. (c. l. Feb. 22)
890 Lepanto, Walker—Stoehr, Prieger & Co. (c. l. Feb. 24)

FOR LIVERPOOL.
312 Alfred, Norris—Merwanjee Nusserwanjee. (c. l. Feb. 10)
943 Ann Millicent, Nash—Edward Bates & Co. (c. l. Feb. 26)
1209 Alsager, Peterson—Wallace & Co. (c. l. Feb. 20)
936 Bella Maria, Irvine—The Captain. (c. l. Feb. 7)
1332 Bulwark, Kelly—W. Nicol & Co.
1160 Caribou, Kerr—Finlay, Scott & Co. (c. l. Feb. 1)
1598 Clasmerdon, Gibson—Lyon Brothers & Co. (c. l. Feb. 17)
1848 Dalkeith, Joste—Ritchie, Steuart & Co. (c. l. Feb. 10)
1152 East, Callander—C. N. Cama. (c. l. Feb. 15)
1113 Eastern Belle, Hutchinson—Framjee Sands & Co. (c. l. Feb. 20)
319 Eclipse, Agren—C. F. Cama & Co. (c. l. Feb. 14)
1615 Ellen Bates, Logan—E. Bates & Co. (c. l. Jan. 30)
1613 Ellen Steuart, Lyons—Lawrence & Co. (c. l. Feb. 14)
1179 Evelyn, Boag—W. Nicol & Co. (c. l. Dec. 20)
1327 Flying Foam, Mesnard—John Clover & Co. (c. l. Feb. 24)
1393 Flying Venus, Litten—E. Bates & Co. (c. l. Jan. 5)
1156 Frenchman, Galloway—Coupland & Co. (c. l. Feb. 6)
1165 Gatineau, Cummings—R. Steuart & Co. (c. l. Jan. 8)
4159 Haddington, Browne—P. & O. Co.
1339 Hyderabad, Harley—Shepherd & Co. (c. l. Feb. 12)
1445 James Seddon, Luckes—J. Clover & Co. (c. l. Jan. 2)
856 J. G. Richardson, Kendall—N. & Sorabjee. (c. l. Jan. 26)
1650 John Steuart, Laing—Lawrence & Co. (c. l. Feb 3)
1127 John Bunyan, Stitch—Lyon Brothers & Co. (c. l. Feb. 9)
243 Mary Stenhouse, Woodmass—Edward Bates & Co. (c. l. Feb. 28)
1047 Mahableshwar, Homersham—Rennie, Scovell & Co. (c. l. Mar. 5)
1311 Monmouthshire, Irvine—Roper, Price & Co. (c. l. Mar. 7)
1273 Mirela, White—John Clover & Co. (c. l. Feb. 15)
798 Mogul, Hinson—Stoehr, Prieger & Co. (c. l. Feb. 19)
1194 Monica, Hunter—W. Nicol & Co. (c. l. Jan. 23)
1379 Northern Empire, Irvine—B. & A. Hormusjee. (c. l. Dec. 30)
956 Peter Joynson, Watson—Ritchie, Stuart & Co. (c. l. Jan. 13)
981 Princess Somawutty, Parker—Sir C. Forbes. (c. l. Jan. 20)
1272 Protector, Townsend—Dossabhoy Merwanjee & Co. (c. l. Jan. 6)
1195 Proteus, Murphy—Wallace & Co. (c. l. Jan. 31)
1257 Queen of the Deep, F de la Parrelle—J. Clover & Co. (c. l. Jan. 1)
1337 Queen of the Seas, Peters—Rennie Scovell & Co. (c. l. Feb. 1)
1425 Robert Seddon, Pennington—J. Clover & Co. (c. l. Jan. 15)
1151 Romania, Cruickshank—Rennie, Scovell & Co. (c. l. Feb. 1)
1398 Sir John Mandeville, Grey—R. Steuart & Co. (c. l. Jan. 11)
533 South Carolina, Shapcott—Coupland & Co. (c. l. Jan. 11)
1762 Thalatta, Gardiner—Stearns, Hobart & Co. (c. l. Jan. 23)
474 Thetis, Prids—Peel Cassels & Co. (c. l. Feb. 15)
1434 Wellaces, Carry. (c. l. Mar 7)
689 William Ritson, Brough—John Tanner & Co. (c. l. Mar. 6)

FOR HAVRE.
779 City of Tanjore, Miller—W. Nicol & Co. (c. l. Feb. 17)
397 Fernandes, Chaignean—The Captain. (c. l. Feb. 6)
695 Matilda Atheling, Power—Ewart Latham & Co. (c. l. Mar. 5)
678 Norval, Taylor—W. Nicol & Co. (c. l. Feb 24)

FOR HONGKONG.
970 Indore (s), Gain—B. F. Cama. (c. l. Feb. 21)

FOR BOSTON.
657 Elinore, Bowden—The Captain. (c. l. Feb. 12)

FOR PERSIAN GULF.
Maria Grey.

FOR KURRACHEE.
342 Comorin (s), Taunton—W. Nicol & Co. (c. l. Mar. 5.)

FOR CALCUTTA.
828 Futtay Shaw Allum, Grant—Hajee J. Mohmed (c. l. Feb. 12)

FOR AKYAB.
715 Euxine, Devereur—Robinson & Co.

FOR MADRAS.
682 Excelsior, Barton—The Captain.

FOR ADEN AND SUEZ.
966 Krishna (s), Morrison—Stearns, Hobart & Co. (c. l. March 5)
1940 Malta (s), Hyde. (c. l. Mar. 6)

FOR BORDEAUX.
345 Marie et Louise, Londan. (c. l. March 5)

NOT FIXED.
378 Alma, Compere.
534 Ambleside, Bowie.
337 Amazon, Damberg.
376 Arnaud, Nadeau.
504 Atiet Rahamon, Nacoda.
1434 Baronet's Family, Richmond—Pestonjee Jehangeer.
2153 Bates Family, Hogg—E. Bates & Co.
624 Beatrice, Thomas—The Captain.
1376 Becherdass Ambaidass, Mossop.
704 Bird of Paradise, McCollum—Framjee Sands & Co.
559 Bombay Castle (s)—B. F. Cama.
1494 Bombay, Miller—Stearns, Hobart & Co.
790 Boradino, Gilkey.
165 Burmah (s), Irvine—W. Nicol & Co.
670 Calabar, Thompson.
278 Celestial Empire, Purden.
1241 Cimber, Bruhn,—The Captain—(coal hulk).
858 Devonshire, Hoggan.
480 Edith, Macbeth—J. W. Wright & Co.
987 Edward P. Bouverie, Brown—W. Nicol & Co.
397 Esperance, Nicolas—Dossabhoy Cursetjee & Co.
750 Euphrates (s), Atkinson—W. Nicol & Co.
632 Faize Allum, Stafford—Candass Marondass.
967 Falkland, Pender.
432 Glaneur, Lannegroges.
H. C. Kidston—coal hulk).
Herefordshire, Walker—(coal hulk).
378 Hyderabad, Nacoda—Merza Mohmed Sallay.
1094 Indomitable, Carrew—B. H. Cama.
987 Jane Jack Mitchell, Barclay.
212 Jannie Oswald, Devine.
John Scott, Brafold.
129 Jorawar, (water-lighter) Coviller—W. Nicol & Co.
Karanjah (s), Crocker—B. C. and R. S. N. Co.
389 Martaban (s), Tickell—W. Nicol & Co.
1015 May Queen, Pennie—Merwanjee Nesserwanjee.
1140 Maha Lukshami, Corney.
840 Merchantman, Maurilyan.
648 Mozaffer, Levenzen.
1809 Oriental, Sanderson.
1001 Otago, Masterton.
304 Passe Partout, Parrett.
Pearl, Browne.
592 Planet, Nattras.
899 Prince of Wales, Winckler—Pursotum Heerachund.
1336 Retriever, Beatson—W. Nicol & Co.
1185 Sam Mendell, Murdock.
1185 Sam Allum, Clark—Fazel Mahomed Essa & Co.
874 Sarah, Minto.
1150 Sarah Sands, White.
971 Sir Hugh Rose, Thompson—Hajee M. Sidick.
1254 Stalwart, Wilson.
664 Star of the South, Moon.
1490 Tynemouth (s), Forster—D. Sasson & Co.
690 United Service (s), Brown—B. F. Cama.
1225 Western Belle, Valantine.
732 William Stevenson, Rodeon—The Owner.
848 William Wilson, Welburn—Ritchie, Steuart & Co.

P. AND O. CO.'S STEAMERS.
1716 Nubia (s), Miners.
Orissa (s), Curling.
965 Salsette (s) Farish.

FLOATING BATTERIES.

| | |
|---|---|
| Auckland | Has steam power. |
| Clive | Has no steam power. |
| Falkland | Do. do. do. |

H. M.'s MEN OF WAR.
Pantaloon (s), Purvis.

BOMBAY MARINE.
*Steamers.*

| | |
|---|---|
| Amberwitch | Bombay Harbour. |
| Berenice | Do. Do. |
| Coromandel | Do. Do. |
| Clyde | |
| Comet | |
| Goolanar | Bombay Harbour. |
| Hugh Rose | |
| Semiramis | Do. Do. |
| Snake | Do. Do. |
| Satellite | |
| Victoria | |
| Dalhousie | Madras. |

# NEW ADVERTISEMENTS.

FOR SALE, a good Milch COW and CALF. Apply to
CURSETJEE & EDULJEE, Dubash.

FOR SALE—A CHEAP BARGAIN—a fast trotting MARE, very quiet, goes in Harness without the use of a Whip. Price Rupees 250. To be seen daily from 2 to 5 P. M. Apply to
No. 11, Forbes Street. N. SORABJEE & Co.

TO LET, an elegantly furnished BUNGALOW on Malabar Hill, from 1st April till 15th September next. Rent Rs. 500 per month. Apply to "R. B.," at the Office of this Paper.
7th March 1866.

TO BE LET, from 1st April, the large HOUSE and PREMISES situated at Colaba, at present occupied by Cursetjee Furdoonjee, Esq. Apply to
GEORGE WHITLEY, Secretaries,
Bombay Reclamation Company (Limited).
7th March 1866.

TO LET, from 1st January 1866, extensive OFFICES, at present occupied by the General Financial Corporation (Limited). For Terms, &c., apply at the Office of the Company, No. 8, Bell Lane.
Bombay, 20th Dec. 1865.

MR. J. CAMPBELL ceased to be a PARTNER in our Firm from the 1st of March 1866.
SCOTT, McCLELLAND & Co.,
8th March 1866. Civil Engineers.

LOST, a Brown Morocco POCKET BOOK, containing amongst other Papers, a Receipt, No. 1396, of the Presidency Bank, for 25 Shares, standing in the name of EDULJEE RUSTOMJEE MODY.
The finder on returning it to MR. W. MORRISON, Central Bank of Western India, will be rewarded.

NOTICE.—A QUARTERLY GENERAL MEETING of the Subscribers to the Bombay Civil Fund will be held in the Town Hall on MONDAY the 12th instant, at 5 P. M.
R. WEST, Secretary, Civil Fund.

THE business carried on by me in the name of MACINDOE, ROGERS & Co., since 31st August 1865, will henceforth be carried on by me in the name of MACINDOE, PENNEY & Co. C. C. PENNEY.
6th March 1866.

THE UNITED VICTORIA AND COLABA RECLAMATION AND PIER COMPANY (LIMITED).—NOTICE.—A Steam Tug is available for use in the Harbour, and may be hired by the month, or day, or per trip. For particulars apply at the Office of the United Victoria and Colaba Reclamation and Pier Company.
REMINGTON & Co., Secretaries and Treasurers.

NOTICE.—CHURCH MISSIONARY SOCIETY.—The ANNUAL MEETING of the Bombay Auxiliary will be held in the Large Hall of the Robert Money Institution on WEDNESDAY the 14th of March at 8 o'clock P. M. The Lord Bishop of the Diocese will preside.
T. K. WEATHERHEAD, S.C.L., Secretary.

BOOK-KEEPER.—A young man of considerable mercantile experience, extending over a period of ten years, thoroughly conversant with all the routine of a Merchant's office, a competent Book-keeper (qualified to keep books by double entry), and a practical Cashier, is open to an engagement. The best of testimonials and the highest of references will be produced. Address "A.," care of *Bombay Gazette.*

NOTICE.—The Consignees of C. C. & Co., 330 Squares TEAK, B. S. & Co. 5 Casks RUM, and 150 Slabs TIN, per *Sarah*, from Moulmain, are requested to send off Boats at once, failing which Captain MINTO will land the Goods at the risk and expense of the concerned.
SIR CHARLES FORBES & Co., Agents.
Bombay, 8th March 1866.

NOTICE.—Consignees of Goods, per Ship *Alma*, COMPERE, Master, from Bordeaux, are requested to send off Boats at once, otherwise the Goods will be landed by the Captain as they come to hand, at the expense and risk of the concerned.
Captain COMPERE will not be responsible for the condition of any Package after it leaves the Ship's deck.
HAHN, KUHN & Co.,
Agents for Ship *Alma.*
Opposite Graham's Buildings, 7th March 1866.

NOTICE.—Consignees of Cargo, per ship *Planet*, NATTRASS, Commander, from London, are requested to sign the Average Bond now being circulated, and to take delivery of their Goods at once. Failing their doing so, Captain NATTRASS will be compelled to land the Cargo without further notice, as the Ship is leaking from damage sustained from grounding on the Prongs while entering the Harbour.
RITCHIE, STEUART & Co.,
Agents Ship *Planet.*
7th March 1866.

THE BOMBAY GAS COMPANY (LIMITED).—THIRD CALL, 3RD ISSUE.—NOTICE is hereby given, that a CALL of Rupees Ten (10) per Share is THIS DAY made on the above issue of Shares, and is payable at the Chartered Mercantile Bank, Bombay, on or before the 26th March, instant.
By Order of the Board,
THOMAS PROUD,
Resident Engineer and Manager.
1, Church Lane, 28th February 1866.

ANY ONE CAN USE THEM.—A basin of water is all that is required to produce the most brilliant and fashionable colours on Silks, Woollens, Cottons, Ribbons, &c., in ten minutes, by the use of JUDSON'S SIMPLE DYES. Twelve colours. Price 1s. 6d., 2s. 6d., and 5s. per bottle. These Dyes will also be found useful for imparting colour to Feathers, Fibres, Grasses, Seaweed, Ivory, Bone, Wood, Willow Shavings, Paper, also for Tinting Photographs and for Illuminating. May be had of all Chemists throughout the World.
Wholesale Depot:—19A, Coleman Street, London.
⁂ Liberal Discount to Dealers.

BOMBAY LANDING AND SHIPPING COMPANY (LIMITED).—This Company is prepared to undertake the discharge of whole shipments, or the clearance of such portions of Cargoes as may not be removed by Consignees, holding the same at the risk of the concerned for freight or landing charges.
The Company have available a powerful Tug Steamer for towing Ships in and out of Dock and at moderate rates; also Steam Yachts, which can be chartered for excursion parties when not otherwise required.
For particulars apply to the undersigned.
W. C. PENSON, General Manager.
Offices, Graham's Buildings.

THE KHANDEISH FARMING COMPANY (LIMITED).—The following Special Resolutions were passed at an EXTRAORDINARY GENERAL MEETING of Shareholders of the above Company, held on the 23rd January last, and confirmed at a subsequent Meeting held on the 24th February, following:—
1st. That No. XVIII. of the Articles of Association be altered, and that instead of the words "by the High Court of Judicature" "by liquidators" be inserted. Carried unanimously.
2nd. That No. XIX. of the Articles of Association be cancelled. Carried unanimously.
3rd. That the Company be forthwith wound up. Carried unanimously.
4th. That a vote of thanks be passed to the present Secretaries for their trouble and care of the Shareholders' interests. Carried unanimously.
Messrs. F. CHAMBERS and WILLIAM GILBERT were unanimously appointed Liquidators.
BLACKWELL & Co., Secretaries.
Bombay, 6th March 1866.

## ST. ANDREW'S LIBRARY.

THACKER, VINING & Co.

THE following new and valuable Books have lately been received:—

| | Rs. | |
|---|---|---|
| By the Loch and River Side: a series of 39 Etchings | 16 | 0 |
| Collected Illustrations of J. E. Millais, R. A. | 12 | 0 |
| Scenes from "The Winter's Tale," richly illuminated. By Owen Jones | 32 | 0 |
| The Humbugs of the Word. By P. T. Barnum | 3 | 8 |
| Wheeler's The Noted Names of Fiction | 3 | 12 |
| The Magic Mirror. By W. Gilbert. Illustrated | 3 | 12 |
| Buckland's Curiosities of Natural History. 3rd Series. 2 vols. | 16 | 0 |
| Lavater's Physiognomy. New Edition. Illustrated | 2 | 12 |
| Shadows of the Old Booksellers. By Charles Knight. | 8 | 0 |
| Nichol's Story of the Great March | 3 | 12 |
| The Ethics of the Dust. By John Ruskin | 3 | 12 |
| The Conflict of Good and Evil in our day. By the Rev. F. D. Maurice | 4 | 8 |
| Eastward. By Norman Macleod, with 70 Illustrations from Photographs | 10 | 8 |
| The Hatchet Throwers, with 36 illustrations. By Griset | 5 | 12 |
| Passages from Modern English Poets. Illustrated by the Junior Etching Club | 8 | 0 |
| The Headless Horseman. By Captain Mayne Reid. Vol. 1. Illustrated | 4 | 8 |
| Juvenile Verse and Picture Book. Illustrated by Tennial Weigal | 5 | 12 |
| Little Songs for me to Sing. Illustrated by Millais | 4 | 8 |
| From Cadet to Colonel. By Sir T. Seaton. 2 vols. | 16 | 0 |
| Harem Life in Egypt and Turkey. 2 vols. | 16 | 0 |
| Strange Stories of the Animal World. By J. Timbs. | 4 | 8 |
| Macpherson's Memorials of Service in India | 9 | 0 |
| Ralph Darnell. By Capt. M. Taylor. 3 vols. | 24 | 0 |
| Zoe's Brand. By the author of "Recommended to Mercy." | 3 | 12 |
| The Parables of our Lord. By T. Guthrie | 5 | 12 |
| Club Life of London. By J. Timbs. 2 vols. | 16 | 0 |
| Rogers' Pleasures of Memory. Illustrated | 3 | 12 |
| Carlyle's French Revolution. 2 vols. | 9 | 0 |
| Paid in Full. By H. J. Byron | 4 | 8 |
| Arabian Nights' Entertainments.—Uniform with "The Globe Shakespeare." | 3 | 0 |
| Miller's Country Year Book, with 140 illustrations | 3 | 12 |
| Boswell's Life of Johnson, complete in 4 vols. Illustrated | 8 | 0 |
| The Holy Land. A series of 48 Photographs. By F. Bedford | 32 | 0 |
| Warne's Popular Alphabets | 2 | 0 |
| The Frog's Parish Clerk. Illustrated | 6 | 12 |
| Life of Martin Luther. Illustrated by F. H. Labouchere | 3 | 12 |
| Lawrence's Life of Henry Fielding, with notices of his contemporaries | 4 | 12 |
| Forest Sketches. Deerstalking in the Highlands Fifty Years Ago. Illustrated | 11 | 4 |
| Indian Misgovernment. By Sir C. J Napier | 4 | 12 |
| The Land Tax of India. By N. B. E. Baillie | 3 | 12 |
| Legends of Number Nip. By Mark Lemon | 3 | 12 |
| Heads and Hands in the World of Labour. By W. G. Blaikie | 2 | 12 |
| Brightwell's Annals of Curious and Romantic Lives. | 2 | 12 |
| Land and Sea. By P. H. Gosse | 3 | 12 |
| The Material Universe—its vastness and durability. By M. Pouton | 3 | 12 |
| Mercantile Dictionary in English, Spanish, and French. By J. de Veitelle | 5 | 4 |
| Antonina: or the Fall of Rome. By Wilkie Collins | 3 | 12 |
| Wraxall's Military Sketches | 8 | 0 |
| Journal of a Residence in Persia. By Lieut.-Col Stuart. | 4 | 12 |
| Sherer's Gold Finder of Australia. Illustrated | 2 | 4 |
| Johnson's Sketches in the South of France and the Pyrenees | 6 | 8 |
| Christian Morals. By Sir T. Brown | 4 | 8 |
| Leaves from our Cypress and our Oak | 5 | 12 |
| The Life and Lessons of our Lord, unfolded and illustrated. By Dr. Cumming | 5 | 12 |
| London People: sketches from Life. By Charles Bennett | 3 | 8 |
| Brinkman's Rifle in Cashmere. Illustrated | 6 | 0 |

Rampart Row. THACKER, VINING & Co.

# NEW ADVERTISEMENTS.

NOTICE.—The Offices of the undersigned in London have been REMOVED from 6, East India Avenue, to No. 12, Leadenhall Street.
3rd February 1866. FORBES & Co.

IN THE MATTER OF THE TRUST OF ARDASEER CURSETJEE DADY.—All persons claiming to be Creditors of ARDASEER CURSETJEE DADY are required to furnish to the undersigned, at his office, No. 6, Elphinstone Circle, Bombay, within one week from this date, an account of their debts WITH PROPER VOUCHERS, in default whereof the Estate will be administered without reference to such Claims.
G. R. WILSON, Accountant to A. C. Dady's Trustees.
Bombay, 8th March 1866.

WITH reference to the following Advertisement appearing in TO-DAY'S Newspapers, viz.:—
"The business carried on by me in the name of MACINDOE, ROGERS & Co. since 31st August 1865, will henceforth be carried on by me in the name of MACINDOE, PENNEY & Co.
"6th March 1866. "C. C. PENNEY."
The undersigned HENRY ROGERS gives Notice that such Advertisement was issued without his authority or consent, and that Mr. C. C. PENNEY has no right to carry on business as he proposes.
HENRY ROGERS.
Bombay, 7th March 1866.

## CALENDAR——MARCH 1866.

PHASES OF THE MOON.

| | | |
|---|---|---|
| Last Quarter, Friday | 9th | 8h. 44m. P.M. |
| New Moon, Saturday | 17th | 2h. 28m. A.M. |
| First Quarter, Friday | 23rd | 5h. 53m. P.M. |
| Full Moon, Saturday | 31st | 9h. 22m. A.M. |

| Days | Dates. | Sundays, Festivals, &c. | Sun Rises. | Sun Sets. | High Water Bombay Harbour. Morn. | Even. | Evening Gun. |
|---|---|---|---|---|---|---|---|
| | | | h. m. | h. m. | h. m. | h. m. | |
| Thurs. | 8 | Uranas stationary 3-17 P.M. | 6 15 | 6 6 | 2 45 | 3 7 | 6th March 1866. Time 8h. 25m. 10s. 7. |
| Fri. | 9 | Moon in last quarter at 8-44 P.M. | 6 15 | 6 7 | 3 31 | 3 57 | |
| Sat. | 10 | Saturn on the Meridian at 3-32 A.M. | 6 14 | 6 7 | 4 30 | 5 2 | |
| Sun. | 11 | 4th Sunday in Lent. | 6 13 | 6 7 | 5 41 | 6 19 | |
| Mon. | 12 | Moon passes 5° 25' N. of Jup. at 8-26 P. M. | 6 12 | 6 8 | 6 57 | 7 34 | |
| Tues. | 13 | Jupiter rises at 2-0 A.M. | 6 11 | 6 8 | 8 9 | 8 37 | |
| Wed. | 14 | Moon passes 5° 25' N. of Mars at 6-38 P. M. | 6 11 | 6 8 | 9 6 | 9 32 | |

NOW READY,
No. V. OF
"PUNCH IN INDIA,"

LIST OF WOOD ENGRAVINGS.
CARTOON.—Dr. H—wl—t's Battle of the Pyramids.
HALF PAGE.—Master and Pupil: or, Who Gains by it?
QUARTER PAGE.—The Hon'ble A—ley E—d—n and the *Bombay Saturday Review* of the 3rd instant.
HALF PAGE.—Military Series, No. IV.: or, the Doctor and the Orderly.
INITIAL LETTERS.—B. O. H. I. S. D. T. &c., &c.

SUBSCRIPTION FOR 12 NUMBERS, RUPEES TEN. SINGLE COPY, ONE RUPEE.

All communications to be addressed to The Editor of "PUNCH IN INDIA," *Bombay Gazette* Office.

Subscriptions to be made payable to the Manager of the *Bombay Gazette.*

THE
"BOMBAY SATURDAY REVIEW"
IS
*Published every Saturday afternoon at five o'clock.*

TERMS OF SUBSCRIPTION.

| | | | |
|---|---|---|---|
| Post Edition...Rs. 23 | 4 | per Annum (in advance). | |
| " " | 2 | 8 | per Month. |
| Town Edition. " | 20 | 0 | per Annum (in advance). |
| " " | 2 | 0 | per Month. |

RATES OF ADVERTISING.

| | | |
|---|---|---|
| Five lines and under | Rs. 4 | 0 |
| Sixth and succeeding lines, each | " 0 | 6 |

Printed and Published at the *Bombay Gazette* Office, Medow Street, Fort, Bombay.

## LATEST DATES RECEIVED.

| | | | |
|---|---|---|---|
| ADEN | Feb. 20 | KURRACHEE | Mar. 2 |
| AGRA | Mar. 1 | LAHORE | Feb. 28 |
| ALLAHABAD | Mar. 2 | LONDON | Feb. 3 |
| AUSTRALIA | Dec. 26 | MAURITIUS | Feb. 7 |
| ALEXANDRIA | Feb. 11 | MADRAS | Mar. 2 |
| BANGALORE | Feb. 28 | MALTA | Feb. 8 |
| CALCUTTA | Mar. 1 | MEERUT | Mar. 2 |
| CAPE | Jan. 18 | OOTACAMUND | Feb. 22 |
| CEYLON | Feb. 17 | OUDH | Feb. 28 |
| COCHIN | Feb. 24 | PENANG | Feb. 10 |
| DELHI | Feb. 27 | PUNJAUB | Feb. 28 |
| FRANCE | Feb. 4 | SUEZ | Feb. 13 |
| HONGKONG | Feb. 1 | SINGAPORE | Feb. 8 |

# The Bombay Gazette.

THURSDAY, MARCH 8, 1866.

THE disorderly and ill-conducted meeting of the Bank of India on Monday, while it makes out a strong case for the Bank being at once wound-up, furnishes also a striking homily on the attempt to naturalise English institutions among the native community. We know what public meetings are in England, in times of extreme political agitation, and it would be too extravagant to expect our Oriental fellow-subjects to be models of decorum under the most powerful incentives to wrath. If the disorderly Hibernian who bemoaned the "cruel quietness" of Kerry fair had been present at the meeting of the Bank of India, his love of excitement would have been abundantly gratified by the incipient riot into which the meeting seemed at times about to burst. The first assertion of independence by the shareholders was to break loose instantaneously from all the rules which govern decorous meetings—from all control, in fact; if the feeble authority of Mr. Limjee Manockjee, who, in his own august person, forms the complete Board of Direction of the Bank of India—Chairman and all—is to go by such a name. How were human flesh and blood to stand the announcement that nearly thirty lacs of rupees were irretrievably lost—a sum equal to a third of the paid-up capital of the Bank! How were they to stand it, more especially as the confiding shareholders had been originally told, that their loss would not amount to more than ten or fifteen lacs, and as the possibility dawned upon them, that there might be quite as great an error in the present calculation as the last! The shareholders not being gifted with super-human virtues, did not fail to illustrate ordinary human frailties in general, and the failings of Orientals in particular. The keynote of utter license was first struck by a Mr. Sorabjee Rustomjee Bunshaw, a Reader in the *Times of India* office, who insisted upon demonstrating to the assembly his power of lungs and oratory, before the usual formal resolution was moved, approving of the report. If the same individual did no toss his topee in the air at a later stage of the proceedings, we must attribute it to the manners of the country, and it may be metaphorically supposed in the mind of every Englishman, to have duly ascended when, in answer to Mr. Gray, he asserted his native independence in that climax of impudence and license: "I am here to say what I like, and I shall act as I think proper." The same distinguished personage, who seems to be an apt disciple as well as, we hope, an industrious servant of our daily contemporary, bearded another European gentleman towards the close of the meeting, and as his own journal reports, invited him to a trial of pugilistic skill upon the Green. Fortunately for the credit of the Bank of India, and we daresay, the personal comfort of this vehement champion of native independence and dignity, the European gentleman neither accepted his challenge nor politely forwarded him on a mission downstairs, for which forbearance, we trust, Mr. Sorabjee is to-day duly grateful. Undoubtedly his case and that of his fellow shareholders is a very painful one, but the occasion was one which called loudly for calm and dispassionate consideration. Out of much sound and fury signifying almost nothing, there were only two or at most three points elicited, helping in any way to throw light upon the vital question before the meeting, which, as Mr. Gray said, was whether the Bank should be wound up or not. It was superfluous to rave against Mr. Limjee Manockjee, who was left along with Mr. Gray with the whole weight of the Bank upon his shoulders, and who was unable, as it appears, to get qualified shareholders to act as Directors. It should be borne in mind, that before Mr. Limjee Manockjee became the last sole relic of authority in the Bank, all the evil had been done; and when he was left with supreme control, it was merely to collect the debts due to the Bank, for the current business was infinitesimal.

The report of Mr. Limjee Manockjee had a marked leaning towards the carrying on of the Bank, but the very characteristic reticence of him and the manager as to the progress of the Bank, during the last nine months, cannot fail to destroy their own latent recommendation. If their case was good for carrying on the Bank, they should have responded freely to the shareholders' call for further information. It is simply despotism to tell a shareholder who asks a legitimate question, that he should have called privately at the Bank to get the information wanted. There are certain questions to which no shareholder is entitled to an answer, either privately or publicly; but there are others to which a shareholder is entitled to a public answer, and some of these, we regret to see, had to be wrung from the Chairman and Manager with some difficulty. The reason was clear when the answer was ultimately given, and the one or two facts which the meeting did elicit, demonstrate painfully, that the Bank cannot carry on business even should the shareholders resolve upon a further experiment. It has taken eight months to realise 35 lacs out of 178 lacs, and as that consists of the whole funds of the Bank, we should not like to calculate when, at this tortoise rate, the shareholders will receive a dividend. And what is the reason put forward in the report against winding up the Bank? Why, the length of time to realise the past due Bills and Loans, a reason which cuts the opposite way quite as well, because if the funds cannot be realised to wind up, they cannot be realised to carry on business. The profit and loss account and its history also preaches a very powerful sermon against the continuance of the Bank. The sum entered in the balance sheet is Rs 2,29,958, but probably the shareholders may have lost sight of the fact that a portion of that sum represents profits made from the very commencement of the Bank in Sept. 1863. At 30th June 1864, the Bank after paying a dividend set aside a sum of profit of Rs. 34,408 towards the next half year, and by 31st December 1864, nearly a lac of profit was made, but as the Bank did not venture upon dividing it, it was added to the previous sum and both now swell the profit in the balance sheet just issued. The real profit for the year ending with the balance sheet, is two per cent., and it should be remembered that the greater portion of that year belongs to a period before the crisis. Is it worth the shareholders' while to fight a dubious contest, beside lying out of the capital and drawing a pittance of a dividend? Can they even satisfy themselves as to the time when the capital will be realised and the Bank in a position to resume healthy operations?

WE have received the following from a correspondent on a subject on which we commented a few days ago:—

THE complaint is occasionally heard at home, that the Englishman reads nothing but his newspaper. The public journal unquestionably becomes more and more every year the staple of popular literature. Even before the abolition of the "taxes on knowledge," and the cheapening of the daily prints, the displacement of other descriptions of reading, among the great body of the commercial and middle class, was manifest and admitted. It was the eager desire for a development and extension of journalism, consequent upon its more general appreciation, which gave it so remarkable a stimulus. The newspaper editor cannot be said to have thurst himself into a position beyond his claims, or to have occupied it with the design of excluding any other class of teacher, literary, scientific, or ecclesiastical. Whatever ground he has taken up in any of these directions, he has been forced into by the pressure from without. No doubt he has done much to create the greater activity of mind, the impatience for information, and the improved taste, which exact from him severer labour and more liberal expenditure; but the rapid and really marvellous advance of the British newspaper within a few years past, is the fruit, in greatest part, of the nation's irrepressible energy in every department of intellectual and practical industry. The demands upon the time of men of all grades and callings are so numerous, and the occurrences, discoveries, speculations, and controversies of the day so closely affect the problem—"How to succeed in life?"—that the daily mastery of the newspaper is indispensable; and that is a task which exhausts the major portion of the leisure of most persons. Even of those mingling in the bustle of life who find opportunity for further efforts of attention, many limit their excursions to the pages of the monthly reviews. Books are less read, and elaborate essays, rather than criticisms upon them, more. There are, certainly, the exceptions which support the circulating libraries, and of the works on special and class subjects, where auditories, however, are limited. Volumes peculiarly flavoured with a pious sentiment, too often of a spurious sort, successfully resist the encroaching influence of the "best possible instructor." But it is true, nevertheless, that the Bible and the Newspaper—and rather more the latter, it is feared, than the former—have become the Englishman's library. As the fact is so, and complaint would be useless, it is satisfactory that the British press remains worthy of its position, and expands with every public requirement. If it has largely superseded book-writing, it is better than the common run of books—more interesting, more informing, more scholarly even, more elevating in tone, and much compacter in style. Many of our daily leader-writers rank with the highest order of English essayists—many weekly critics are admittedly as high authorities on historical, literary, and social subjects, as the standard living authors in broad sheets, with a terseness, polish, research, and acumen, which Lord Macaulay would not have disowned. By the press, as referred to in these observations, is not meant a half-score papers published in London, but the journalism of the kingdom at large, the leading organs of public opinion in the provinces having made a decided literary advance within a short period.

Such is the newspaper in England: what is it in India? Here, where it is the only "original literature" of the country where no books are published, and where there is no other source of a daily fresh supply of intellectual amusement, it cannot be said that "the Englishman reads nothing but his newspaper." What, then, does he read? In the first place, the English notion is, that Englishmen in general in this country are more fond of brandy and billiards than of books or newspapers. There is, no doubt, much truth in this; but whether drink and play take the place of reading or not, it is very certain that the Indian newspaper is not so generally patronized as it ought to be, nor is the dignity of the fourth estate so nobly upheld by Englishmen out here as it is at home. If instead of half a dozen Englishmen subscribing for one paper, and each biding his time to read it once in six days, every Englishman took in one or other of the several journals published in India, and there is hardly one who is not in a position to do so, Editors and proprietors would not only be enabled to employ more talent, and furnish better pabulum, but would also receive that stimulus to their exertions, which they lack so much now, and which is the backbone of journalism in great Britain; while the subscribers, themselves, would be as well read, and as well informed on the current topics of the day, and as well instructed in literature and politics as their brethren are at home. It is a melancholy fact that, excepting a few of the older ones, there is hardly a paper in India which is not at this moment struggling for its existence. Journalism in India would seem to languish rather than thrive. The last four or five years have seen some four or five new journals springing up in different parts of India, which, after a few spasmodic attempts to secure adequate support, have expired in penury. The *Phœnix*, a very popular journal; the *Indian Empire*, the organ of a powerful clique; the *Oudh Mail*, the most radical paper in India; the *Allahabad Observer*, and one or two others of lesser note, may be said to have been fairly starved to death. And yet there is no community in the world which requires more liberal teaching, more enlightenment on the policy and acts of the Government than the English community in India, than which again, there is no community in the world of which the members, from the highest to the lowest, do not, in time of their greatest need and difficulty, look to the public press for help and protection.

Nor has the Indian press been found so unequal to its duty and calling as it is the fashion in some quarters to suppose. The greatest in the land wince under its fearless strictures, and though it may sometimes find it impossible to have a wrong redressed, or to prevent the obstinate or covert perpetration of an injury, it is nevertheless sufficiently powerful under all ordinary circumstances, and even under extraordinary difficulties, to secure equity and justice to the people, and to keep those in power disposed to evil and oppression in constant awe. This, and the advocacy of all fair measures and beneficial reforms, are the truest and highest functions of the public press, and it is the innate confidence that the Englishman at home feels that they are ever in active operation that makes the newspaper the most acceptable reading to him, and causes him to look upon the editor, not only as "the best possible of instructors," but also as the best possible of guardians of the public interests. And why should not this confidence be felt in India likewise? The leading Indian journals, it has over and over been asserted, are infinitely superior, both in tone and talent, to the provincial papers at home; and if they had the same description of matter, the same class of subjects, and the same opportunities of information upon which to write as the London editors, we do not see why they should not equal the great metropolitan journals in ability, information, and influence, seeing that the necessary qualifications for the highest standard of journalism are not wanting here. It is, however, not only a dearth of matter, subjects, and information, which an Indian editor has to contend against, his most formidable difficulty, is official jealousy, savouring more of the un-English spirit to keep down rather than promote journalism, and encourage the liberty of the press in the country. The Government not only closes up every avenue leading to official—generally the only *authentic*—sources of information, but also strictly interdicts its officers from writing for newspapers; and this in a country like India, where other competent writers are scarce, is not unlike placing an effectual embargo on his obtaining well and authoritatively written articles on the various topics of the day. And the hardship of his case becomes the more apparent when, coupled with the inconsistency that relying upon the best of his own sources of information, he puts forth an article which happens to be founded on wrong or erroneous *data*, he is most unceremoniously dubbed an ass! We shall, however, conclude with the hope, that the newspaper will be better appreciated than it has hitherto been by Englishmen in India, and that the Indian Government will erelong awaken to the fact, that the press might be made as much a source of strength to itself, as it is at present of weakness, and that the best interests of the State and the people are more likely to be served than otherwise by the dissemination of early and correct information on all subjects of moment and importance through the medium of the several excellent journals that, despite every discouragement, India can boast of.

THE *Friend of India*:—A more practical commentary on the inefficiency of the Indian Telegraph it would be difficult to find, than the fact that the most important telegrams ever transmitted to India have had to be sent by post from Kurrachee to Calcutta. And the American Steam Company has beaten the sluggish "P. and O" by sending us the papers of 26th January, while the letters loiter for days at Galle. The appointments of Earl de Grey and Ripon and Mr. Stansfeld to the India Office we have elsewhere discussed. Our native contemporaries are mistaken in confounding the De Grey with the Grey peerage, and in supposing that the new Secretary of State will therefore closely follow in the footsteps of Sir C. Wood. The sympathy of Lord de Grey and Ripon with such friends as Mr. T. Hughes, M. P., and of Mr. Stansfeld with the ultra Liberals, combined with their inexperience in Indian affairs—for Earl de Grey was in the India Office only four months in 1861—will probably give a temporary advantage to the party who cry up the wrongs of pensioned Indian nobles. The Marquis of Hartington has obtained that reputation which the House of Commons never denies to the son of a Duke of Devonshire who manifests even ordinary ability, and the only justification for his appointment is that the Cabinet offices will be more fairly divided between the two Houses. But with the Marquis in the War Office and the Earl who has failed there in the India Office, the Horse Guards will be supreme, and military interests in India will suffer. The new Vice-President of the Board of Trade is doubtless Mr. Monsell, one of the members for County Limerick who was made a Privy Councillor and President of the Board of Health in 1855 when his appointment as Clerk of the Ordnance was abolished.

THE *Englishman*:—We hear that Colonel Broome, Controller-General of Military Finance, will shortly retire, and Lieutenant-Colonel Burne, now Officiating Secretary to the Government of India, Military Department, will succeed him; while Lieutenant-Colonel Atkinson, Controller of Military Accounts, will come into the Secretariat. The Military Accountant, Colonel Hill, has, we understand, every chance of getting the Controller's place; and Major James, of the Commissariat Department, will come into the Account branch.

## LATEST NEWS.

*Subscription Telegram.*

BY THE INDO-EUROPEAN LINE.

LONDON, 28TH FEBRUARY.

Fair Dhollera 15¾d. to 16d., good market.

Sales to-day 15,000 bales.

Bengal Cotton 12¼d. to 12½d.

The House of Commons has appointed a Select Committee to inquire into the condition of telegraphic communication with India.

The *Times* publishes a rumour that Earl Russell has signified that the Queen wishes him to resign the Premiership.

Political relations between Austria and Prussia are very critical. Austria is determined to oppose Bismarck's design to impose the King of Prussia on the Duchies as Duke of Schleswig-Holstein.

Consols 87⅛. The stock market is disturbed by the rumoured re-construction of the Government.

(*By Indian Telegraph.*)

BIMLIPATAM, 6th March.

Steamer *Madras* from Vizagapatam anchored.

VIZAGAPATAM, 6th March.

Steamer *Asia* sailed for Coconada.

## BOMBAY.

TELEGRAPHIC communication between Bombay and Kurrachee was reported perfect at 8 P. M. yesterday.

MAILS for Kurrachee, per steamer *Comorin*, will be closed to-morrow at 2 P. M.

THE S. S. *Indore*, Captain Gaine, which leaves this morning for Hongkong, carries 686 chests of Malwa opium.

YESTERDAY afternoon, at about 4 o'clock, the body of a newly-born child was found in the drain bordering the Baboola Tank, opposite to the Jamsetjee Hospital.

MR. BROWN, the Acting Third Magistrate of Police, has committed eighteen cases for trial at the ensuing Criminal Sessions of the High Court.

THE Parsee High Priest, Jamsetjee Muncherjee, will, on Saturday next, deliver a lecture on Zoroastrianism in the Fire Temple of Framjee Cowasjee. The subject is an interesting one to Parsees.

WE are requested to state that there will be a meeting of the Committee of the Agri-Horticultural Society of Western India, at the Victoria Gardens this evening, at half-past 5 P. M., to consider the draft Rules for the Society.

TIME intervals of messages received from Kurrachee between 6 P. M. of the 6th and 6 P. M. of the 7th March: max. 6 hours 48 minutes; min. 1 hour 23 minutes.

Latest dates of private telegrams received from Europe by the Indo-European line up to 8 P. M. yesterday, from the Continent of Europe 5th and the United Kingdom 3rd March.

THE steamer *Gunga*, belonging to the Bombay and Bengal Steam Navigation Company, we learn by telegram, left Suez on the 24th February for Bombay, and is expected to arrive on the 12th instant, with English papers of 10th February. The *Rangoon* brings the next regular mail, but as the 18th February fell on a Sunday, the mails would not be dispatched before the evening of the 19th, and therefore they can hardly be expected to arrive before the 14th instant.

THE following passengers arrived yesterday, per B. I. S. N. Co.'s S. S. *Burmah*, Captain Irvine, from Malabar Coast and Calcutta:—

Mr. Whitrow; Mr. Chapman; Mr. Solomon Maladin; Mr. H. Cosman; Lieutenant Colonel D. Martin; Mr. Aspinald; Mr. W. C. Wood; Dr. and Miss Campbell; Captain Douglas; Mr. L. Ziander; Mr. W. H. Kerr; Mr. and Mrs Hough; Mr. Amman; Mr. Ketel; Mr. Havenith; Dr. Cruickshank; Mr. Markham; Mr. and Mrs. T. Mullin and 2 children.

A CORRESPONDENT writes:—"Now that the time-expired soldiers lately quartered at the Depôt in Middle Colaba have gone on board the *Beaumaris Castle*, I think it desirable the authorities, whoever they may be, should be made acquainted with the recent behaviour of these men. Their conduct during their stay in the Depôt has been simply disgraceful. Every night for some time past, drunken orgies have taken place, and the disgusting language and still more disgusting conduct of these men with native women in the public road, has been something almost beyond belief. To have complained while they were still located in the Depôt, would probably have provoked retaliation: now that they are gone, publicity may prevent a repetition of such scandals in the future."

A CASE is now pending investigation at the Mazagon Police Court, wherein an Arab and four Mahomedans are charged with the robbery of Rs. 9,500. It appears that about noon on Tuesday last, one Hajee Sewjee was sent by his employers, Peerbhoy Khulukdeena and Company, to draw from the Bombay Bank the amount of a cheque for Rs. 9,500. This he proceeded to do, drawing the money from the Mombadevi branch of the Bank, which consisted of nine notes for Rs. 1,000 each, and one for Rs. 500. He was proceeding home, and when at the corner of Gowly Street, was met by the Arab prisoner, who seized his left hand and asked Hajee the way to Duncan Road, and immediately after he was run against by one of the Mahomedan prisoners, whilst a third rifled his pocket of its contents, and then all the Mahomedan prisoners scampered off, the Arab one detaining Hajee, who, however, raised a hue and cry, and eventually the Arab was arrested by a sepoy. The robbery was committed at about one o'clock on Tuesday afternoon, and by six o'clock the same day, through the instrumentality of detective No. 6, and Khan Bahadoor Acbar Ally, the native commandant of police, the other four prisoners were not only arrested, but all the property likewise recovered.

## CENTRAL INDIA FINANCIAL CORPORATION (LIMITED.)

AN extraordinary general meeting of the shareholders of the above Corporation was held on the 6th instant at 3 P. M. in the registered office of the Corporation, No. 15, Meadow Street.

The advertisement calling the meeting having been read, the proceedings of the last extraordinary general meeting were read and the following resolutions passed:—

1. Proposed by Joseph Michael, Esq., seconded by Karoba Raghoba Dulvy, Esq., and carried unanimously—"That the following resolutions, passed at the extraordinary general meeting held on the 5th February last, be confirmed: 1. That the Corporation be wound up voluntarily. 2. That Mr. Kashaorao Bhaskerjee and Mr. M. Roonan be appointed liquidators, the former at a remuneration of two per cent. on the amount distributed, and the latter without any further remuneration beyond his salary as Manager."

2. Proposed by Wassoodeo Abajee, Esq., seconded by Oukar Mahadeo, Esq., and carried unanimously,—"That a vote of thanks be given to the Chairman for his able conduct in the chair."

## ACCIDENT TO LIEUT.-COL. GRAY.

RAJCOTE, 3RD MARCH.

A SAD accident befel our very popular and amiable commandant, Lieutenant Colonel Gray, lately. While out riding on his high mettled charger, the brute suddenly became ungovernable, and threw the Colonel with great violence on the ground, from the effects of which he is suffering much. The whole station, and the men of the 16th Regiment N. I. in particular, appear deeply distressed at this sad occurrence, but it is to be hoped that the Colonel will ere long recover. As, however, the heat that prevails is great, a change to a cooler retreat may be desirable.

Consequent on this occurrence, the command of the corps and station has devolved upon Major Richardes, of the 16th, a kind hearted and considerate gentleman, and who has a happy way of blending the *suaviter in modo* with the *fortiter in re* in his business transactions, so that, however much the men may *feel* the absence of Lieutenant Colonel Gray, they appear satisfied and content with the administration of Major Richardes.

Owing to the lateness of the season, the "Kattyawar Exhibition" has been put off until November, when, judging from the praiseworthy exertions of Major Keatinge, our Political, it is likely to prove a great success.

The Waghers are either hiding or leaving the province. One of their chiefs, I shall not mention names, has left the province: perhaps they are preparing to follow suit.

The weather is commencing to get uncomfortably warm; the station, however, continues healthy.

## INAUGURATION OF THE MERWANJEE FRAMJEE PANDAY DHURUMSALLA.

THE ceremony of inaugurating a Dhurumsalla just completed at Girgaum, near the Framjee Cowasjee Banajee Fire-temple, and built by Merwanjee Framjee Panday, Esquire, took place in the presence of a large number of the Parsee community, including Sir Jamsetjee Jejeebhoy, Bart., members of the Punchayet, and other leading gentlemen. This Dhurumsalla, or travellers' bungalow, is built for the purpose of affording accommodation to Parsees travelling from Guzerat and other out-stations to Bombay. It is a fine building in Gothic style, built principally of Porebunder stone, and supported by iron pillars, bearing the donor's name. The religious part of the ceremony having been gone through, Dustoor Sorabjee Rustomjee Moola Feroze then read a paper in Guzerati, the substance of which was as follows:—According to our religion, we have just finished the ceremony of inaugurating the Dhurumsalla, which laudable institution has been established by Mr. Merwanjee Framjee Panday, for the accommodation of our co-religionists travelling to this city. In so doing he has performed a religious and pious duty; and in support of this view, the learned Dustoor quoted several passages from the Vendidad and other sacred books. He then exhorted his hearers to join him in offering up prayers to the Almighty to bestow health, wealth, and prosperity, on Mr. Merwanjee Framjee Panday for this and other charities.

The following letter addressed to the Parsee community by Mr. Merwanjee Framjee Panday was then read:—

GENTLEMEN,—With the view to supply, in some measure, the great want of a Dhurumsalla for Zoroastrians who visit Bombay, and to alleviate the discomfort occasioned to many who have no friends or relations here, I resolved to build such an institution. Having deposited the sum of Rs. 75,000 to my credit with a firm, I enclosed the receipt for it in a letter which I addressed on the 15th March 1864, to the trustees of my various charitable funds, Messrs. Dinshaw Maneckjee Petty, Shapoorjee Ardaseer Panday, and Dorabjee Framjee Panday. These gentlemen having selected a site in Girgaum, and the above amount being found insufficient for the purposes in view, I added the sum of Rs. 25,000 thereto, and at the same time made over to them, free of cost, the land on which the Dhurumsalla has been built, being 1,390 square yards of the value of Rs. 36,000. Through the grace of God, and the favour of the Prophet Zoroaster, the building for the Dhurumsalla is now ready, and in respect to the memory of my deceased mother Goolestan Banoo, I make it over to-day, after the performance of appropriate religious ceremonies, to the above-named trustees. It is named the "Panday Dhurumsalla," and is intended for the use and residence of Zoroastrian sojourners in Bombay. The regulations for the management of the Panday Dhurumsalla, its trust-deed, and arrangements for the necessary repairs, will be provided for hereafter. Before concluding, I would acknowledge my obligations to the trustees for the assistance which they have at all times rendered, and the valuable counsel which they have ever been ready to give me in respect to this institution. I must also express my heartfelt thanks to the gentlemen who have honoured me with their presence here to-day. (Applause).

Mr. Dosabhoy Framjee, Magistrate of Police, then rose and said:—GENTLEMEN,—I have been requested by several of the leading members of the Parsee community and other gentlemen present on this occasion, to offer their best thanks on behalf of the Parsee community generally to Mr. Merwanjee Framjee Panday for the large and commodious building which has just been inaugurated for the reception and accommodation of Parsee travellers from up-country. It does not befit me at the present moment to laud the Parsees for their Hospitals, Colleges, Dispensaries, Charitable Asylums, and several other similar institutions; but when we find such buildings as the Merwan Baug at Colaba, and this Panday Dhurumsalla springing up one after another, it behoves us to express our gratification at the very laudable motives which have prompted our worthy townman, Mr. Merwanjee Framjee Panday, to establish them. You all remember that the Sanatarium at Colaba for the use of the Parsees cost the donor upwards of six lacs of rupees, and supposing that the life of even one man, or one woman, or one child be saved by a change of air in that place, Mr. Merwanjee will be amply repaid by the blessings resulting therefrom. Let me now briefly allude to the institution this day inaugurated in the presence of such a large and respectable gathering as I see before me. We all know that since the opening of the railway lines, more especially the Bombay and Baroda line, the influx of Parsees from all parts of Guzerat to Bombay has been great, and it was felt that unless some provision be made for their accommodation, they would suffer great hardships. It was then left for Mr. Merwanjee to design and execute a purpose, the utility of which we now so much admire. He set apart a large sum of money for this purpose, and gave it in trust to three respectable Parsee gentlemen, and moreover, purchased a plot of land at a further outlay. The flow of wealth into Bombay naturally attracted a large number of Parsee visitors from out-stations, and now when they learn that a public-spirited gentleman has erected a "travellers' bungalow" for them in a healthy and central locality, the inducement to visit Bombay will increase. The advantages of such an institution as this are apparent, and I shall not detain you any longer. Allow me then, gentlemen, once more to offer our best thanks to Mr. Merwanjee Framjee Panday for his very handsome and useful building which he has devoted to the use of the members of our own community travelling to this city. (Applause).

Sir Jamsetjee Jeejeebhoy, Bart., seconded this resolution, which was carried unanimously.

The party then separated.

## GROUNDING OF THE STEAM-SHIP "JEDDO."

MARINE COURT OF ENQUIRY.

A COURT of Enquiry, consisting of J. P. Bickersteth, Esq., Senior Magistrate of Police, and J. Dixon, Esq., Lloyd's Agent, assembled yesterday at the Fort Police Court, pursuant to Government notification, to conduct an investigation into the circumstances connected with the grounding of the P. and O. Company's steamship *Jeddo*, while making the port, with the China mails on board, on the night of Friday the 2nd February last, on a patch of rocks called "Choul Cadoo," Kennery Island, about three miles from the shore.

Mr. Cooper, instructed by Mr. Cleveland, Solicitor to Government, appeared on behalf of Government.

Mr. Scoble, instructed by Mr. Crawford, appeared to watch the case on behalf of Captain Grainger.

Mr. Cleveland put in a letter from Captain Barker, Master Attendant, dated 8th February 1866, being the report to Government on which this investigation was directed to be made.

Mr. Scoble admitted receipt of a copy of the report by Captain Grainger; and handed in to the Court his master's certificate of service, issued in London by the Board of Trade on 9th November 1855. A written statement, signed by Captain Grainger, was also handed to the Court. It is as follows:—

The *Jeddo* was a screw steamer barque-rigged of 1631.97 gross tonnage with trunck engines of 450 nominal horse-power. She was built by John Laird and Company of Berkenhead in 1859. The engines were by R. Napier, Glasgow.

Enclosed is the usual report on state and condition of the ship on leaving this port on her last voyage. She was commanded by Captain George A. Grainger, who holds a certificate of service, No. 71591, and manned by five executive officers, each holding certificates of competency, 3 civil officers, 5 engineers, 6 warrant officers, 14 petty officers, and 155 men, of which number 32 were Europeans.

She left Bombay for China on the 30th of November, and arrived at Hongkong 3rd of December 1865. During her stay at the latter port she was docked to have her bottom cleaned, she sailed on her return voyage on the 15th January 1866, with Her Majesty's mails, passengers and cargo, the latter consisting principally of silk. She touched at Singapore on the 20th of same month, Penang 23rd, and Point de Galle on the 27th. At this last port she transferred most of her cargo, passengers, and mails to the steam ship *Bengal* bound to Suez, and continued on her voyage to the port, leaving on the morning of the 30th January at 10-30 A. M.

All went well, and at noon of the 2nd February, she was in latitude by ob. 16-38 N. and long. by chro. 72-56 E. The variation of the Compass was 1½ Westerly. The course then set was N. by W. till 1-30 P. M. when it was altered to N. ¾ W. At 4-17 P. M, the latitude was 17-13 N. and the long. by chro. 73-02 E. The variation by Azimuth was 0-36 Easterly and at sunset the variation by amplitude was 00-00.

The same course was steered till 6-30 P. M., when thinking the ship was sufficiently near the land, and to make an allowance for the flood tide which was then making, I hauled off to N. ¾ W. steering that course till eight o'clock, when I still further hauled off to N. by W. knowing it was spring tide, which would set in strongly to Rajapoor and Choul Harbour. I hauled off to N. by W. ½ W. at 8.15 P. M. At 10-50, thinking that the flood was nearly done, and from the appearance of the high land, (which was distinctly visible) supposing I was a little too far off shore, I hauled in to N. by W. and at 11-30 to N. ½ W. so as to make Kennery Island, when at 11-40 the ship ran upon Choul Cadoo rock. I at once secured all the ports and lowered all boats, making them fast astern, with a kecher in each, and sent my gig with Mr. Jardine, the 3rd officer, to Bombay for assistance. I then got the spare topmast over the port side, to shove her up, as she listed that way, sent down all yards and masts to lighten her aloft, employing all firemen and coal trimmers, throwing coal overboard, and a part of the crew getting up mails, cargo, and specie from the hold.

I attributed the accident, first, to a current taking her on the port bow, setting her in shore; secondly, to an unusually strong spring flood tide, setting into Rajapoor and Choul Harbour; and lastly, to a dense white fog hanging over the low land, quite obscuring it from my view, although the high land was very distinctly seen and the night brilliantly clear, it being near full moon. I felt confident of my position and distance off shore.

Every care and attention was taken, the superintending officer was on the fore-top-sail yard, looking out for the Bombay lights. There were four look-outs, three natives, and one European, also a European quarter-master, at the conn, the 3rd officer on the bridge, and I was myself on the quarter deck, at the time attending the course.

G. A. GRAINGER, Commander.

Captain Grainger next put in the ship's log and also a chart, on which was marked in pencil the course which the ship was making, or was supposed to be making, from noon on the 2nd February last.

Captain George Alexander Grainger, examined by the Court—I joined the P. and O. Company's service in 1849, and have been master of vessels in that service since. I have been going up and down this coast as commander three and twenty years. On the 2nd February at noon we were from fifteen to seventeen miles distant of Viziadroog. According to the courses we steered from that time, I expected to pass eight to ten miles distant from the Choul rock. The courses mentioned in the written statement I have put in, are those usually adopted at this season of the year. Whenever we are near the coast and in danger, it is my practice to take soundings. No sounding were taken on the 2nd February. I know that the compasses were perfectly correct, from observations taken that afternoon. My reason for attributing the accident to a current setting on the port bow is, that the courses we steered would otherwise have carried me seven or eight miles westward of Choul. My reason for altering the course at ten minutes past 1 p. m. on the 2nd February was, that I judged myself to be then too far distant from the shore. I was not aware of any currents except of the ebb and flow of the tide, setting in to Rajapoor and Choul harbours at this time of the year; and I made no allowance for any current but the tide. At 8 o'clock in the evening, it was perfectly clear. I first observed the dense white fog, mentioned in my statement as obscuring the lowland, sometime after passing Rajapoor. I was not aware it was a fog until we struck. At 8 o'clock I thought I was six miles at the least from the land off the Bancote river. The course steered should have taken me a distance of seventeen miles from the land. I cannot say that at the time, the discrepancy between my actual position and that in which I expected to find myself, according to the courses steered, struck me. I was aware at a few minutes after 4 o'clock that the afternoon sights by chronometer did not agree with the morning ones. I think that usually the afternoon sights in coming up the coast are more correct than the morning ones. I had no reason to doubt the accuracy of the afternoon sights. They nearly corresponded with my apparent distance from the land. When we arrived off Choul I could see the high land. I am well acquainted with the appearance of that coast. The course from a point six miles west of Bancote, to the same distance west of Kennery, is N. by W. ½ W. At the time the ship struck, I judged from the appearance of the land and the course I had been steering, that I was eight or nine miles distant from Choul. I have often observed brown haze over the coast at this time of the year, but not a white fog like that which prevailed on the night of the accident. From the speed at which we had run and the tide that was flowing, I thought at the time the accident occurred that we were about five miles distant from Kennery, and that it should bear north-east by north, or north-east. Kennery is visible on a bright night at a distance of eight to ten miles. I had not taken any other land for Kennery before the ship struck.

Examined by Mr. Scoble—According to the observation taken about 4 o'clock in the afternoon, we were twelve or thirteen miles distant from the land off Jyghur. The variation in the distance from the land between the morning and afternoon observations was not sufficient to cause me surprise, or to lead me to alter my course. At half-past 6 o'clock I did alter the course by hauling off a quarter of a point to the west-ward. This was quite a sufficient allowance to make for a flood-tide. At 8 o'clock I hauled off another quarter of a point, to make allowance for the tide setting in to Rajapoor; and at 8-15 I hauled off half a point more, which, according to my experience, was a sufficient allowance to make in that locality. If I had continued the course of north and by west half west, set at 8-15 P. M., it should have carried me eight miles west of Kennery, assuming that I was six miles west of Bancote when the course was set. Three miles to the westward is quite a sufficient berth to give Kennery at this season of the year. I altered my course at 10-15 P. M., for the purpose of making Kennery. I had never seen the Choul Cadoo rock before, but knew its position on the chart. It is above water at half tide. At the time the ship struck, it was nearly high water and the rock was not visible. At the time of striking I was unable to make out the ship's exact position. It was not until between 2 and 3 o'clock the following morning, when the fog lifted, that I could make out Kennery and the low land on the coast. I suppose the reason why I did not see the low land after passing Rajapoor point, was on account of my distance from it.

Cross-examined by Mr. Cooper and the Court—I remained by the *Jeddo* until the 6th February. I think it is very doubtful whether the ship can be saved. All attempt to save her have not been abandoned. Endeavours are now being made to get out the machinery and lighten the ship. No lives were lost. The cargo, with the exception of about five and twenty packages, has been saved, more or less damaged. The wind during the evening of the 2nd February was very light from the north. There was scarcely any swell. The ship was going 11½ knots at the time she struck, and had been going at that speed from noon. My reason for not heaving the lead was that I felt in perfect security from the ship's position at sunset and the view of the land, and knowing that the courses I was steering could not lead me into danger. Unless the ship's speed had been slackened, the lead would not have indicated the ship's position. There was no reason for not slackening the speed except that I wished to get to my destination. Our instructions are to use the lead when necessary; but on this occasion I did not think it necessary, feeling in perfect security. If I had stopped the ship and taken soundings, I should have found indications of shoal water, and altered the ship's course. The water off the land we were abreast of on the 2nd February shoals very gradually and with great regularity. I do not think, if I had used the lead on the part of the coast we were on the evening of the 2nd February, that the ship's distance from the land could be defined more accurately than within two or three miles. The inner pencil line which I have now marked upon the chart shows the position which I believed the ship to occupy from the afternoon when the sights were taken. It is about twelve miles nearer the coast than the course I first laid down, which was taken from the morning observation. The variation between the morning and afternoon observations gives a difference of about twelve miles. That is rather a large amount of variation unless the morning sights were affected by the land, as I believe they were on that day. I have not previously noticed any indraught into Choul Bay from the effects of the tide. In thick weather, sailing up the coast from Viziadroog to Rajapoor, I should not go into less than eight fathoms water,—from Rajapoor to Kennery not less than five. I did not notice any change in the colour of the water during the evening.

The Court here adjourned until 2 P. M. on Wednesday next.

## MEETING OF THE LEGISLATIVE COUNCIL.

A MEETING of the Legislative Council was held in the Durbar Room of the Town Hall on Tuesday. His Excellency the Governor presided; and the other members of Council present were the Hon'ble H. B. Ellis; the Hon'ble C. J. Erskine; the Hon'ble Rustomjee Jamsetjee Jejeebhoy; the Hon'ble J. S. White, Officiating Advocate General; the Hon'ble Lieut. Colonel W. F. Marriott; the Hon'ble A. J. Hunter; and the Hon'ble Munguldass Nathoobhoy.

Mr. Rustomjee Jamsetjee took the usual affirmation of office and that of allegiance, on the occasion of his re-appointment as a member of the Council. This was also done by Mr. Munguldass Nathoobhoy, who had recently been appointed a member.

Letters were presented from the Government of India conveying the assent of the Viceroy to the Sind Survey Bill and the Revenue Courts Bill.

GAMBLING BILL.

Bill No. 5 of 1864, "for the prevention of gambling in certain places in the Presidency of Bombay," was set down in the programme for consideration in detail.

Mr. Ellis moved that the blank in the following clause of the 1st Section of the Bill, be filled up with the words "three miles":—(This Act shall apply and be in force) "In all railway station houses beyond the local limits of the ordinary original jurisdiction of the High Court of Judicature at Bombay, and in all places surrounding such station houses, and being not more than distant from any part of such station houses respectively." There had been, he said, some difference of opinion in committee on this point, and it was decided to defer consideration of it till the Bill should be brought before the Council. He thought that the restriction he had proposed would occasion a reasonable amount of inconvenience to persons wishing to gamble in the neighbourhood of railway stations.

Mr. White thought that a radius of two miles would be sufficient to answer the purposes of the Act. It seemed to him that they should not extend the Act further than was necessary, and that the only object of extending it a little beyond railway stations was to prevent persons from establishing gaming houses in their immediate vicinity.

Mr. Erskine did not see any objection to making three miles the limit.

Mr. White said it gave an extended area where it would be least operative, and that that was one of the objections to the extension of the Act to the whole Presidency.

Mr. Ellis thought that three miles at least must be the distance, if they were to prevent persons from going by rail to places at some distance for the purpose of gambling.

Mr. Hunter also expressed the opinion that two miles were too little.

Mr. Munguldass Nathoobhoy thought that, to carry out the object of the Bill, even a greater distance than three miles was required, and he suggested five miles.

Ultimately the suggestions of Mr. White and Mr. Munguldass were withdrawn, and Mr. Ellis's proposition was approved.

The following was then added to the Bill as the 2nd section:—"The Governor in Council may, by an order made in pursuance of Section I. of this Act, fix the date from which the provisions of this Act shall apply to any city or town, and the production of a *Bombay Government Gazette* containing an order purporting to be made by the Governor in Council applying the provisions of this Act to any city or town, shall be sufficient proof that such city or town is one to which this Act may lawfully be and has lawfully and duly been applied in pursuance of Section I. thereof; provided that the Governor in Council may by any subsequent order or orders cancel or vary any previous order, and that the production of a *Bombay Government Gazette* purporting

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to contain such subsequent order or orders shall be sufficient proof that such prior order has been cancelled or varied as the case may be."

Mr. White, speaking with reference to Section III., said the Council would have to consider by what grade of magistrates offences under this Act were to be tried. With regard to the penalty of a fine of Rs. 500 or three months' imprisonment laid down in that section, he said that one class of magistrates was authorised under the Criminal Procedure Code to commit to prison for three months but not to impose a fine of Rs. 500.

Mr. Ellis thought that any restriction such as that indicated by the honourable gentleman would be injurious, as it very often happened that a magistrate with full power was not at hand and witnesses would consequently have to be brought a great distance. The action of the subordinate magistrates would of course be controlled, by way of appeal, by superior courts; and if it was a case in which a light punishment would suffice, there was no reason why a subordinate magistrate should not take it up. The tendency of recent legislation had been, he thought, to open out rather than restrict the jurisdiction of magistrates.

After some further discussion,

His Excellency remarked that ordinary cases would be sent to the subordinate magistrate of the second class, aggravated cases to the subordinate magistrate of the first class, and still more aggravated cases to the magistrate of the district.

On the suggestion of Mr. Ellis an alteration was made in Section V. empowering an Assistant Superintendent of Police, as well as a magistrate with full power and a Superintendent of Police, to give a warrant for the entry by police officers of a common gaming house.

With regard to Section X. (which refers to gaming in the public streets, &c.) Mr. Munguldass submitted that it was desirable to have proof that offenders under that section had been gaming for money. Many persons, he said, particularly of the lower classes, played with dice and other gaming instruments merely for amusement and not for money.

His Excellency suggested that the section might be so worded as to apply only to such of the class referred to by Mr. Munguldass as formed an obstruction and a nuisance.

Col. Marriott said that if people obstructed the thoroughfare the Police Act provided for it.

Mr. Munguldass referred to the Esplanade, where such people obstructed nobody.

Mr. White said there were a great many walkers and riders on the Esplanade.

His Excellency—But story tellers and people sitting down and reading are just as much in the way.

Mr. White said there was a section in the Police Act by which a police officer was authorised to apprehend without a warrant any person found gaming in a public street, place, or thoroughfare.

Mr. Munguldass.—But the magistrate will not convict in Bombay for playing that is not for money.

After some further conversation, the 10th section was altered as follows, the italicised words being new:—"A police officer may apprehend without warrant any person found *playing for money or other valuable thing*," &c. &c.

Mr. White proposed the following addition to section XIII. (which provides for the trial of cases under the Act by any magistrate having jurisdiction in the place where the offence is committed):—"Provided that in all cases of conviction under this Act by a magistrate of a district, or other officer exercising the power of a magistrate of a district, an appeal shall lie to the Court of Session to which such officer or magistrate shall be subordinate; and in all cases of conviction by an officer exercising powers less than those of a magistrate of a district, an appeal shall lie to the magistrate of the district or to other officer exercising the powers of the magistrate of the district."

Mr. Ellis was not disposed to accede to this alteration, as he considered there was no reason why a gambler should have greater protection than a man convicted of assault. He would leave the powers of magistrates exactly as they were under the Criminal Procedure Code, which gave the subordinate magistrates no power whatever to convict without appeal.

The proposed alteration was not pressed.

At the suggestion of Mr. Ellis, the last clause of section XIII. was altered, as follows, by the introduction of the words "under the Code of Criminal Procedure:"—"Such magistrate shall, however, be restrained within the limits of his ordinary jurisdiction under the Code of Criminal Procedure as to the amount of fine or imprisonment he may inflict."

The following section was added after Section XIII on the proposal of Mr. Ellis:—The words "common gaming house" shall be taken to mean any house, room, or place in which cards, dice, tables, or other instruments of gaming are kept or used for the profit or gain of the person owning or keeping such house, room, or place, whether by way of charge for the use of the instruments of gaming or of the house, room, or place or otherwise howsoever.

The Bill was read a second time, and immediately afterwards read a third time and passed.

THE COURT OF PETTY SESSIONS BILL.

On the order of the day for the third reading of Bill No. 4 of 1865, "for enlarging the jurisdiction of the Court of Petty Sessions at Bombay, and as regards the trial of certain offences modifying its constitution,"

Mr. Ellis moved the omission of the following words from section II. (which describes the constitution of the Court)—"one of whom (*i. e. one of the two Justices of the Peace who shall compose the Court*) shall be a European and the other a native of India not born of European parents." His chief reason for moving the omission of those words was that he considered it was wholly inexpedient to restrict by legislation the composition of a Court of any kind where the powers were given to all alike. He thought it was admitted as desirable that one of the Justices sitting in that Court should be a European and the other not; but there might be cases when, it being absolutely illegal for the constitution of the Court to be otherwise, such an enactment would cause great inconvenience, and he thought it, therefore, a matter much better left to practise than dealt with by legislation. There was really no reason why two natives should not sit together, if a necessity arose, although as a matter of ordinary practise he thought it would be better that one should be a European and the other a native. It would be open to the Justices to make a bye-law that one of their number summoned should be a European and the other not.

Mr. White (who had charge of the Bill) said that the words as they now stood, by which the Court was to consist of two Justices, one of them a European and the other a native of India not born of European parents, were words which were taken from the rule, ordnance, and regulation now in force, by which the Court must consist of three members, one a police magistrate, one a European Justice, and the other a native of India not born of European parents. There was a proviso also for dispensing in cases of emergency with the attendance of a police magistrate and substituting another Justice, but it was indispensable under the existing rule that one should be a native of India and the other a European. That rule was passed very shortly after the power to appoint native Justices was conferred in 1832 upon the local Government. Previously, none but British-born subjects—civilians and others—could be appointed Justices by the local Government. That great alteration was made in 1832, and the rule to which he referred was passed in 1834. In framing this Bill their object was, not to introduce any radical change in the constitution of the Court of Petty Sessions, but merely to get rid of the third member, viz. the magistrate of police, and it was for that reason that he introduced the words that now appeared in it. Originally, he had made the words to run thus: "that the Court should consist of two Justices of the Peace, one of whom should be a European," leaving out all reference as to who the other should be; but he complied with an urgent request to introduce the words which were now to be found in the Bill, as it was said that, unless that was done, there would be no guarantee that a native of India would sit. Now, he thought there was some reason why they should provide that one of the Justices should be a European and the other not, if it were only this, that the native Justices should exercise some of the functions belonging to their station. But, in addition to that, he thought that it would be a more satisfactory Court for the trial of offences under the Act if one of the Justices should be chosen from one of the large bodies residing in Bombay, and another chosen from the other large body. He did not agree with his honourable friend that it was inexpedient to limit or to define the constitution of the Court. He might add that he did not wish to introduce any restrictive words which would prevent some of the natives from sitting in the Court. It might be said that "natives of India not born of European parents" would exclude some Justices already appointed, because they were neither natives of India nor born of European parents, and he was therefore perfectly willing to alter the clause to the extent of providing that the Court should be constituted of two Justices, "of whom one should be a European and the other not a European," words which he thought would take in all the Justices. It had been suggested to him to make it "a European *British subject* and the other not a European;" but he thought it was unnecessary to do that, as he understood that none but British subjects were appointed Justices.

Mr. Erskine thought the clause should be left as it stood.

Mr. Hunter and Col. Marriott were of the same opinion.

Mr. Erskine said that if the alteration that had been proposed by Mr. Ellis could be made to apply to the Court in all cases, he would have no objection to it, but he supposed it would only apply to cases under this Act.

Mr. Munguldass wished to make some observations on the whole Bill. He believed the object of this Bill was to relieve the police magistrates of the municipal cases. As the police magistrates were not at present able to do all the work that devolved upon them, it was very necessary that the Court of Petty Sessions should have power to dispose of these cases; but he did not see the least necessity for altering the constitution of the Court by making the number who should try the cases two instead of three. If the magistrate was engaged with other business, the old Act authorized another Justice to sit. But if the Court was to consist of two Justices, who was to decide supposing they disagreed? while if there were three the majority would carry the point. The Bill had been discussed at a meeting of the Justices, and if he remembered right the majority held the views he had expressed. As to the particular question that had just been discussed, he thought it was necessary to leave the matter as it was. He believed, however, that the time would come when two European Justices or two native Justices would answer. But at present Europeans were often deficient in that knowledge of native customs which would facilitate the trial of cases; and, on the other hand, in the present state of education amongst the natives—though there were some exceptions—a deficiency in their knowledge of English, and also in their notions of independence, made them unfit, in the majority of cases, to sit without a European.

Mr. Ellis, while still upholding the principle involved in his motion, withdrew his proposition on the ground that it would go only a very little way in remedying the constitution of the Court.

Mr. Munguldass asked Mr. White what objection there was to having three Justices?

Mr. White thought the objections taken by Mr. Munguldass arose somewhat from a misconception of the machinery of the new Court. As the Court at present existed it was composed of three members, one a magistrate, one a native, and one a European. In cases of emergency the magistrate might be dispensed with, and a third Justice called. In point of fact, however, that had never been done: they waited till the magistrate had leisure, and they might wait several weeks before he had leisure. This Act did not in the slightest interfere with the power of the old Court to deal with municipal offences. On the contrary, the first section empowered them to do so. If the Justices pleased they might still have a Court consisting of a magistrate and two Justices: the only variation was in the 2nd clause, which was merely an enabling clause, and which said that if the Justices did not wish to go through that cumbrous process, if it was troublesome for three of them to come together, two would be sufficient. That was the whole scope of the Act. There was a proviso also made that if the two Justices differed, and either of them wished, they might re-constitute the Court and get three Justices. If the Justices were enamoured of their existing Court of Petty Sessions, by all means let them have the municipal offences brought before them when there were three sitting. All the Act said was that they would not be required to do so; and the reason why that little alteration was made was, that the magistrate of police was always in practise a member of the Court of Petty Sessions. The main object of the Act was to relieve the magistrate of police from a pressure of cases, which was found to exist at the time of the introduction of the Bill, though not to the same extent now.

The Bill was then read a third time and passed, Mr. Munguldass dissenting.

BILL TO LIMIT THE LIABILITY OF CERTAIN CLASSES OF HINDOO DEBTORS.

Mr. White moved for leave to introduce "A Bill to limit the liability of a son and grandson of a deceased Hindoo for the debts of his ancestor, and of a second husband of a Hindoo widow for the debts of her deceased husband." With regard to the position, the honourable gentleman remarked, in which the heir of a deceased person having assets ought to stand, it was quite clear what common justice required: it was that, where a person died leaving debts unpaid, those debts should be paid to the extent of the property which he left. To do less than that was of course to defraud the creditor of the funds which he had a right to look to for the payment of the money due to him. To do more was really to do nothing less than to pay the debts of one person with the money of another. Now, the law in the Mofussil of this Presidency was in a very singular condition with regard to this subject. According to that law, if a Hindoo died without leaving a farthing of property, but still leaving a son or grandson, that son or grandson was liable for the whole of his debts. But the singularity of the law did not rest there. If a man died leaving no property at all, but leaving a wife, and if that widow was married again, her second husband had to pay the whole of the debts of the first. Now, those were liabilities irrespective of any property left by the deceased. The son and grandson were liable by virtue of their relationship; and the reason why they were held liable arose, as far as he could gather, from some mystic notion of a family continuing its life from father to son—of some sort of corporate capacity quite unknown to our law, but which was consistent with the ancient institutions of some countries, and of which a very interesting account was to be found in Maine's *Ancient Law*. With regard to the liability of the second husband for the debts of the first, that liability, like the other, was independent of assets. No property came to the second husband; but the liability, so far as he could find a reason for it, appeared to be based upon the circumstance that the wife was viewed as a portion of the property of the deceased, that any one marrying the widow was regarded as taking possession of a portion of the property of the deceased, and that that was considered to entail an obligation to pay his debts. But the position of an heir who received assets was in an equally anomalous position, for the same law laid it down that if an heir got however small a portion of the property of the deceased, he was liable for the whole of the debts of the deceased. Now, that law proved a great hardship to all persons who came under its influence, and it operated very much to the detriment of the country. A number of innocent people were saddled by it with the payment of debts which they had had no hand in contracting and which they had often no means of paying; and the result was that in the Mofussil cases had occurred in which sons and grandsons had been imprisoned simply because they were related to the men who had contracted the debts that led to their punishment. This state of things had long been felt as a reproach to the Mofussil, and several times endeavours had been made to amend the law. This was not the first time that the matter had come before the Council; Mr. Justice Westropp, he believed, was the first to bring the matter before the notice of the Council, and it had also engaged the attention of the Hon'ble Mr. Frere while he was framing the Insolvent Bill. But it was necessary now to introduce an independent measure which would meet the case. Now, this state of law was, he thought, one which it was peculiarly within the province of the Legislative Council to deal with,—for this reason, that it was an exceptional law in its extent. The region of India over which this law prevailed appeared, so far as he could ascertain, to be the Mofussil of this Presidency. It did not prevail in Bengal or Madras, and it was founded upon certain texts in the Hindoo law books which in those Presidencies had been considered as imparting merely a religious obligation, but which the Mofussil Courts in this Presidency had interpreted as involving a civil obligation. Furthermore, this law did not prevail throughout the whole of this Presidency; it never had prevailed in the town and island of Bombay, within the limits of the late Supreme Court and of the present High Court. The Council would see, therefore, that the law which prevailed in the Mofussil was really unique; it was based upon a construction of certain texts of Hindoo law, that had never been put upon those texts in other parts of India; and in examining those subjects he (the hon. and learned gentleman) found that the Judges of the Mofussil Courts where this curious law was sanctioned, always, in giving decrees with regard to it, stated that their opinion was based upon the authority of the Shastras. As an illustration of this reference to the Shastras, the honourable gentleman cited one case which came before the Appellate Court in 1858, and in which a decree was given for Rs. 4-15-3 with all costs! So he took it that there really had never been any discussion in the Mofussil Courts of these Hindoo texts, in comparison of them one with another, and in reference to decisions that had been given in Madras or Bengal. It was solely upon the opinion of those *Shastras* that this singular law had been sanctioned by the Mofussil Courts; and it seemed to him that an English Judge passing a decree upon the opinion of the Shastras was very like passing a decree on the opinion of counsel. With regard to the law about the right of a creditor to come upon the man who had married the widow of the original debtor, he had been unable to find any case of that kind that had occurred in the Supreme Court. But though it appeared that upon very slender grounds that law had been adopted in the Mofussil, still it had been adopted by the late Sudder Court, and influenced the decisions of Mofussil Courts in the Presidency; and it was necessary to resort to legislation to remove the anomaly and introduce a system with regard to debts of the deceased husband, which would correspond with natural equity and with the practise in other parts of India. The Bill which he had framed carried out these objects in this way:—First of all, it put an end to the liability of a son and grandson for the debts of his deceased father or grandfather. Then, it put an end to the liability of a second husband for the debts of the first husband. With regard to the law affecting an heir who received assets, it made him liable for such assets as he had received; in fact his liability was laid down in the Code of Criminal Procedure. He had mentioned that the matter had already been before the Council in another shape, and he thought it was now nearly three years since the attention of the Council was first invited to this long needed reform. It was a matter which he thought should be no longer delayed, and one perfectly within the scope of the powers of the Legislative Council, limited as these powers were, and he therefore moved for leave to introduce the Bill he had framed. In conclusion he mentioned that the principle of the measure had been assented to, not merely by European members of the Council, but by Mr. Premabhai Hemabhai and the late Mr. Juggonath Sunkersett.

The Hon'ble gentleman obtained leave to introduce the Bill.

BILL TO SHORTEN THE LANGUAGE OF ACTS OF COUNCIL.

Mr. White then moved for leave to introduce "A Bill to shorten the language used in Acts of Council, and to enact, once for all, clauses containing definitions of such terms as usually require to be defined." The object of the Bill was, he said, to assist and aid the Council in the framing and wording of Bills. His attention was first drawn to the subject in the course of an argument upon an Act of the Government of India by which it was made imperative that any application to set aside an award under the Act should be made within three months. In the case that was being tried three calendar months had not elapsed but three lunar months had; and the question was, whether it was to calendar or lunar months that the Act referred. The Court ultimately decided that lunar months were meant. In searching for arguments in support of his case he (the hon'ble gentleman) referred to an English Act called "An Act to shorten the language of Acts of Parliament," in which there was a general definition once for all of "months," but he found that there was no corresponding Act for India. In looking over that Act he found some things which might very well be introduced here. That there was a practical necessity for such a definition of the meaning of some common words he could prove by referring to their previous Acts. During the last four years he believed there had been about thirty-six Acts passed in this Presidency, and he found the word "magistrate" defined four times in them, "person" three times, "Civil Court" twice, &c. In the case of the Cotton Frauds Act, by which an offender was liable to be imprisoned for twelve months, there was no explanation of what months were meant. In general acceptation it would be taken to mean a twelve-month, or a year; but that was not its meaning—it meant twelve lunar months, or about eleven calendar months. The honourable gentleman having described the details of the Bill,

The Council sanctioned the introduction of the measure.

The time for receiving various reports was postponed, and the Council then adjourned.

## YET ANOTHER TESTIMONIAL.

THERE can be, we should think, but one opinion among dispassionate persons, regarding the merits of the answer returned by the Bombay Government to the native address praying for the removal of Mr. Anstey from the Bench of the High Court there, which was recently republished by us. Even those, by whom the memorial was got up and signed, must be themselves more than half conscious, now that their anger has cooled down, of the impropriety of the appeal made to the Executive against that gentleman. They have enjoyed the relief of giving vent to their spleen, which is all the gratification that the more sensible of their number could well have looked for, seeing that they were, as the Governor in Council points out, quite cognizant of the fact that Sir Joseph Arnould's return to Bombay was immediately expected, when they sent in their heavy charges against Mr. Anstey, whose vacation of his acting Judgeship was therefore inevitable in the natural course of things. The memorialists could hardly have looked for the actual granting of their unreasonable request, by means of his displacement, as a mark of Government concurrence in the accusations laid at his door. If his assailants had been favoured with no other reply than that of a formal acknowledgment of their petition, they would, we submit, have had no good cause to complain of the curtness of Sir Bartle Frere and his colleagues, but it was, we think, sound policy on the part of his Excellency to explain the grounds of his dissent from the adverse opinions of those who invoked his interference. In justice also to Mr. Anstey, that course was the most fitting one to be pursued. If Government had not stated their reasons, it might have been argued by his adversaries that they were resolved to shield him, but did not find it easy, or at all events convenient, to extenuate his conduct on the Bench. The influential character of the memorial, proceeding as it did from the heads of the Parsee and Hindu races of Bombay, and the large number of their respective bodies by whom it was subscribed, likewise rendered it expedient that their errors should be pointed out to them in a temperate but yet distinct and forcible manner, as has been done in the letter disposing of their indictment of Mr. Anstey. The Parsee community in particular, who are always foremost with their exertions and their money when there is any good work to be done, and of whom nearly thirteen hundred subscribed that document, have peculiar claims to the consideration of the local authorities, even when they are unfortunately misled during a time of excitement, to take a wrong view of public matters, as on the late occasion. His Excellency in Council courteously expresses his high respect for many of those who joined in preparing the petition, but at the same time most properly represents that the mode of getting it up was decidedly irregular and unsatisfactory, and deprived it of much of the weight which it might have carried with it under other circumstances. The meeting was convened at a private house, without any public notice of the precise object of it, and the petition having been previously drawn up was adopted and signed, without any such ordinary form of preliminary discussion, as should entitle it to be considered the result of the deliberations of the meeting. It is added, however, that even though the petition had not lain open to those objections, the Government would still have been unable to give effect to the wishes of those who presented it, as the grounds urged for Mr. Anstey's removal; namely, "the harshness and insolence of the Judge, and his undue but not illegal severity in administering the law;" could not justify the State in cancelling the appointment of one "who is not asserted to be otherwise than upright, able, inflexible, learned, and laborious."

It must be admitted that Mr. Anstey might have displayed all the foregoing desirable qualities to just as good purpose, had he not given way to the acerbity of his temper, and his disagreeable habit of being offensive both in manner and language, to those who had the ill fortune to come before him. An irascible Judge generally lowers the dignity of the Bench, and to a greater or less extent mars his administration of justice in public estimation. But it should not be forgotten that many of the cases which were brought before Mr. Anstey, whether of principals or witnesses, were really of a very gross and provoking kind. A much more guarded and long suffering official might have been excused for betraying some warmth of demeanour and for using a strength of language suited to the disgraceful circumstances with which he had to deal. Some of the insolvencies that came before him were probably without parallel in the past history of Bombay, and a milder Judge might very probably not have treated them with the severity which they had deserved. So that all things considered, it was perhaps quite as well for the interests of justice, that he should have sat where he did, notwithstanding his occasional loss of self-command. Those who suffered by that failing naturally winced under it, but they had mostly themselves to thank for their exposure to such ebullitions. None of them accuse him of actual violation of the law, of corruption, wilful neglect of duty, or other acts proving him disqualified for the judicial position, and the Bombay Government truly say that nothing less than lapses of that serious description would warrant the supersession of a Judge. If Mr. Anstey had been displaced on minor pretexts, a precedent would have been established, which might hereafter, as the executive observes, become most dangerous to the administration of justice. "It would then obviously be open to all who believed such unfavourable opinions to be unjust, to hold counter-meetings, the claims of Judges might become subjects of private canvass and public controversy, and the tenure of office as a Judge might be made to no small extent dependent on popularity, or unpopularity, in society." The fixed constitutional principle which secures to a Judge in England his office, *quamdiu si bene gesserit*, is equally applicable to this country, or even more so, because we have here no powerful public opinion to prevent an arbitrary Government from interfering with the necessary freedom of the Bench, on which its character and usefulness depend. Had Sir Bartle Frere shown a disposition to listen to the exaggerated, and doubtless in many instances fanciful, representations of his petitioners, he would assuredly have greatly lowered the High Court of Bombay in popular estimation, and paved the way for other demonstrations against its liberty of action, whenever the Judges felt it their duty to follow a course calculated to offend any influential section of the community. He has, however, wisely steered clear of that grave blunder, and the sound advice given by him to the denouncers of Mr. Anstey's proceedings will, we trust, lead them on calm reflection to regret their passionate precipitation, in framing against him such bitter charges as they did. Government especially repudiate in the strongest terms the allegation that he cherishes ill-feeling toward the Natives in general. This, they say, is grievously unjust, and contrary to the evidence afforded by Mr. Anstey during his whole life-time, "in which he has ever been conspicuous for his ready sympathy with all whom he believed to need his advocacy, and this sympathy has been often manifested by him with the most marked disregard for all personal and sordid considerations."

It is further pointed out that Mr. Anstey gave up as large a practice as that enjoyed by any member of the Bombay Bar, "for no assignable motive but a public spirited desire to strengthen the High Court at a period of great unusual difficulty," and that as Natives were for the most part his clients, it is clear that they did not at that time suspect him of any unworthy prejudice against them, although he has since become the object of so much mistrust, for a season at any rate, although it is to be hoped that a good understanding will be ultimately restored, for the sake of all parties. There were errors on both sides, and both should derive a wholesome lesson from the quarrel and try to curb their tempers hereafter.—*Athenæum and Daily News, March* 1.

## MAZAGON POLICE COURT.—7TH MARCH

(BEFORE F. L. BROWN, ESQ.)

AN INCORRIGIBLE THIEF.—A Hindoo named Rama Dhondoo, who has been thirteen times in jail, was yesterday charged with stealing a pair of trowsers, of the value of eight annas, the property of one Cheema Sheerput.

The prisoner had no defence to make, and the evidence being of a satisfactory nature, His Worship convicted the offender and sentenced him to receive twelve stripes.

THEFT.—Hussoo Wittoo was placed at the bar, charged with stealing two brass dishes and a copper pan, of the aggregate value of Rs. 2-4, belonging to a cultivator named Ragoo Khandoo.

Wis Worship adjudged the accused guilty and sent him to the County Jail for two months with hard labour.

## LAW.

### HIGH COURT.—APPELLATE SIDE.

*22nd February*, 1866.

(BEFORE THE HON'BLE MR. JUSTICE WESTROPP AND THE HON'BLE MR. JUSTICE GIBBS.)

*Vijkor vs. Fakirbhai and Atmaram.*

Mr. Nanabhai Haridas for the appellant.

Mr. Dhirajlal Mathuradas for the respondents.

This was a special appeal against a decision of C. H. Cameron, Esq., District Judge of Surat. The facts of the case were as follows:—The appellant Bai Vijkor sued the respondents Fakirbhai and Atmaram to recover from them certain ornaments of the value of Rs. 775, alleging that those ornaments had been deposited by her late brother Nundlall and the second respondent. Atmaram with the first respondent Fakirbhai's father, Tuljaram, on the occasion of his (Nundlall's) betrothal with Jaikor, daughter of Valabh Harribhai; and that her said brother having died without the intended marriage having taken place between him and the said Jaikor, since died, she was entitled to take back the said ornaments which were intended to form the said Jaikor's marriage portion.

Fakirbhai answered that his (deceased) father had desired him not to deliver up the said onaments, unless asked to do so jointly by Fakir Harribhai and Atmaram, and that accordingly he would deliver them to the plaintiff Vijkor, if Fakir Haribhai's heir, Fakira himself being dead, and Atmaram desired him to do so. Atmaram denied that the plaintiff was Nundlall's heir, but alleged that Nundlall's heirs were his daughter and his brother's widow; also denied that the ornaments in dispute were the property of Nundlall; and further alleged that they belonged to his (deceased) sister Vijkor, whose heir was her son. On the 18th October 1861, the Principal Sudder Ameen threw out the plaintiff's claim on the ground that another suit was going on between her and another person, for the purpose of having it determined who was the heir of Nundlall, and that this suit would not lie before that was done.

On the 11th December following, the District Judge (Mr. Cameron) in appeal reversed the Principal Sudder Ameen's decision, and remanded the case with directions to dispose of it on its merits.

On the 15th April 1862, the Principal Sudder Ameen decreed in favour of the plaintiff, he being of opinion that she was entitled to recover the said ornaments, Nundlall having made a will in her favour.

In appeal, that decision was on the 14th July following reversed by the then District Judge, A. B. Warden, Esq., (now a Judge of the High Court) on the ground that there was no evidence in the case to show "that the ornaments in question were given by Nundlall to Jaikor."

In special appeal, this decision was on the 19th Aug. 1863, reversed by the High Court, who remanded the case for the following points being determined:—

(1) Is Vijkor the legal representative of Nundlall?
(2) Did Nundlall either simply or in conjunction with Atmaram deposit with Tooljaram ornaments forming the whole or part of Jaikor's "pulla," of the value claimed in this suit?
(3) Are Nundlall's representatives entitled to recover these ornaments from Tooljaram after Jaikor's death, and without Atmaram's concurrence?

The case accordingly went back to the District Court where the vakeels of both parties saying that the proof of these points was not to be found in the record, it was under section 356 of Act VIII. of 1859, sent to the Principal Sudder Ameen, who should take such evidence as might be forthcoming on either side regarding these points.

The Principal Sudder Ameen having accordingly taken such evidence as was offered to him, returned the case with it to the District Judge, C. H. Cameron, Esq., who passed the following decision thereon on the 12th September 1865:—

Plaintiff's (respondent's) Vakeel was called on to show what proof has been adduced respecting the first issue, whether is Vijkor the legal representative of Nundlall? The Vakeel, Rutunram Daji states, that in the proof now received there is nothing to prove this issue, but that he relied on two exhibits recorded in this case, as it was before it was returned by the Judges of the High Court of Bombay. These are a will and a certificate of administration of Nundlall's property. Now the certificate of administration cannot prove that plaintiff is Nundlall's heir, it rather goes against that fact, as she would have certainly got a certificate of heirship instead of administration, if she had had no doubts about, the one being as easy to get as the other. The will has not been proved, the Vakeel says that it does not require proof, it having been already proved in another case. It appears, however, that in that case, the parties were different, and, moreover, the decree in the case is not recorded here. So there is positively no proof that plaintiff is Nundlall's heir; there is no excuse, as the Vakeel Ratuncam acknowledged before me on the 13th June, that the proof of this issue was not on the record; he should therefore have taken measures to produce it. My finding on the 1st issue is that it is not proved that Vijkor is the legal representative of Nundlall; no finding therefore is necessary on the other issues. No further issue was sought by either party, on the ground above shown, I reverse the decree of the Principal Sudder Ameen, and throw out plaintiff's claim, saddling her with all costs.

Hence this special appeal, which was based on the following grounds of objection to the above decision:—(1st). That the District Judge has misunderstood the expression *legal representative of Nundlall* occurring in this Honorable Court's order of remand, inasmuch as he has taken it to stand for *Nundlall's heir*. (2nd), That the appellant's *status* as Nundall's representative having been determined in another suit, namely, in suit No. 147 of 1861, the District Judge was wrong in holding that that decision could not affect the respondents who were not parties to that suit. (3rd). That he was wrong in deciding the first issue against the appellant in the face of the certificate of administration, alluded to in his judgment. (4th). That he has omitted to decide the second and third points mentioned in the said order of remand.

The special appeal being called on and argued on both sides on the 22nd February 1866, the Court pronounced the following written judgment:—

The Court is clearly of opinion that the Judge has misunderstood the first point laid down in the decree of this Court, bearing date the 19th of August 1862. It is not by any means a matter of course, that the heir and legal representative of a deceased person should be one and the same individual, such may or may not be the case. The plaintiff has propounded an exhibit No. 35, being a decree bearing date the 25th November 1861, which decree, if genuine, confers upon the plaintiff the character of legal representative of the deceased Nundlall, in virtue of a will made by him and bearing date the 13th of January 1859, in which he appoints her to be his executrix. Without expressing any opinion whatever as to her right under that will, to a beneficial enjoyment of any portion of his property, it, and the decree of the 25th November 1861, founded upon it, (and which is similar to a grant of probate at the original side of this Court), if that decree be genuine, constituted, in our view, Vijkor the legal representative of the deceased Nundlall, and entitled her to sue all persons who may be debtors to his estate. If her allegations in law and fact be well founded, the defendant Fakirbhai is in the position of a debtor to the estate, and, as such, has no right, nor has Atmaram, to question the grounds on which the alleged decree of the 25th November 1861, granting administration of the estate of Nundlall to Vijkor, was made, if in fact it were made by the Court, whose decree it purports to be. The Judge has arrived at a decision upon the first issue on the mistaken hypothesis that "heir" and "legal representative" are convertible terms, whereas the heir and legal representative are frequently wholly different parties, and in this very case it may well be that though Vijkor may be the legal representative of Nundlall, his daughter Mangalagowri may be his heir, and may, when she thinks fit, be entitled to call Vijkor to account for such part of Nundlall's estate as may come to the hands of Vijkor: a matter into which we shall not travel, it being wholly foreign to this suit. By his finding on the 1st issue the Judge conceived himself discharged from the necessity of determining the 2nd and 3rd issues, which, together with the 1st, we must now remit to the Judge for determination. It appears that the defendants Fakirbhai and Atmaram admit that they claim no beneficial interest in the property alleged to have been deposited, and contend that, although it was deposited on the betrothal of Jaikor to Nundlall in anticipation of a marriage between them, and although that marriage, in consequence of the death of Nundlall, never took place, yet the property was finally parted with by Nundlall, and had become absolutely the property of Jaikor, and on her death vested in her heirs, and that therefore the plaintiff, even if legal representative of Nundlall, cannot recover it. On the other hand the plaintiff contends that the property was deposited in trust with Tooljaram (the father of Fakirbhai) for Jaikor in anticipation of the intended marriage, and that in the event which happened of that marriage never taking place, there was an utter failure of the consideration, for that deposit for the benefit of Jaikor, and there was a resulting trust in favour of Nundlall or his legal representative, if he were dead; and it was argued that Jaikor or her heirs might as well contend, as that which they have contended, that if she refused to follow the betrothal by marriage, she or they would be entitled nevertheless to hold the property, although there was a complete failure of the consideration for the deposit, such being the nature of the questions involved in the 2nd and 3rd issues, we think that the suit is defective for want of parties, and we must direct that the heir or heirs of Jaikor be made parties to this suit. We reverse the decree of the District Judge bearing date the 13th of June 1864, and remand the case for a fresh trial on the merits, including therein the points laid down for his determination in the decree of this Court, bearing date the 19th of August 1863. Previously to proceeding with such trial, we direct the Judge to cause the heir or heirs of Jaikor to be made parties to this suit, and to have due notice of the day fixed for such trial, and to be at liberty to adduce such evidence thereon as they may be advised. Cost of this special appeal to follow the final decision.

### HIGH COURT.—ORIGINAL JURISDICTION.

*Monday, 5th March* 1866.

(BEFORE SIR JOSEPH ARNOULD.)

*The Bank of Bombay vs. Dhunjeebhoy Eduljee and Briz Vullubdass Jugjeevundass.*

His Lordship delivered the following elaborate judgment on Monday last:—

Mr. Scoble with Mr. Green, instructed by Messrs. Kelly, Hore and Manisty, appeared for the plaintiffs.

Mr. Anstey for the defendants.

The plaint in this suit was filed on the 18th December 1865; the cause was set down for final disposal for the 26th January 1866, and after various adjournments came on for hearing on the 12th February last. The Bank sued on a joint and several promissory notes for Rs. 40,000, signed by the two defendants on 24th July 1865, and falling due on 27th September 1865. The defendants raised two issues: First, whether, after the action brought, a new contract was not entered into between plaintiffs and defendants in substitution of the contract sued or in suspension of the right of action? second, whether or not such substituted contract had been in part performed by defendants or either of them? The substitutive contract relied on by the defendants was to this effect, viz. that the Bank agreed on being paid Rs. 5,000 down; interest on the Rs. 40,000 to dates, and Rs. 500 for law charges, to take the remainder of the debt (Rs. 35,000) in quarterly instalments of Rs. 5,000 each, to grant a renewal draft for Rs. 35,000 at three months, itself renewable from time to time till the whole of the instalments were paid, and by way of further security for the payments of these instalments that the Bank agreed to take a bond from Tribohundass Jugjeevundass (a brother of the second defendant) and a person of admitted insolvency. The Bank denied the two last terms of the alleged agreement: they denied that they ever agreed absolutely to renew the renewal draft at the end of the three months; but maintained that they reserved to themselves the option at the end of that period either to renew it or enforce it for the full amount; they also denied they agreed to take the security of Tribohundass for the payment of the instalments by way of *bond*, but that they insisted upon it as a *sine qua non* his name (or some other approved name) should be added as a third name on the renewal draft. With regard to the question of part performance raised by the second issue, the Bank did not dispute that the defendants on the 26th and 29th January had in fact paid Rs. 5,000 down; 500 for law charges; so much for interest, and so much for discount on the renewal bill. The only question was, upon what footing had they done this? upon the faith of such an agreement as the defendants contended for? or, upon the faith of such an agreement as the Bank contended for? or, did the facts show that there never was any real *aggregatis mentium* any clearly understood agreement between the parties at all? in which case the defence of a substituted contract must fail, and the Bank be admitted to their right to sue on the original note for Rs. 40,000 on the terms, of course, of giving credit to the defendants for all payments they had in fact made since the commencement of the suit. In short, all the questions in the suit resolved themselves into these two (1) was there any substituted contract between the parties? (2) if so, what was it? It appeared in evidence that the note on which the suit was brought was itself a renewal draft; the original transaction between the Bank and the two defendants took place in May 1865, when the Bank advanced Rs. 50,000 to the two defendants on their joint and several note payable in two months. Dhunjeebhoy, it must be taken on the evidence, was the principal in the transaction, and he appears to have employed the greater part of the Rs. 40,000 in the purchase of Alliance Financial shares. On the 24th July, Rs. 10,000 having been paid on account of this first note, the Bank took from the same two defendants, and without further security, the draft for Rs. 40,000 on which the present action is brought. No payment having been made on this draft when due, or subsequently by either defendant, the plaint was filed on the 18th of last December, and service of the summons effected on the second defendant on the 15th January, the cause being fixed to come on on the 26th. On the 16th January the second defendant, accompanied by Madhorow Anunta, an English speaking Purvoe, went to the Bank and there saw Mr. Cursetjee Muncherjee Limjee (one of the native gentlemen in the Bank Direction), Mr. Robertson (the officiating Secretary), and Mr. Rodgie (the officiating Deputy Secretary). Mr. Cowasjee Muncherjee Limjee (who appears to be very generally consulted by Mr. Robertson and Mr. Rodgie on the subject of advances and renewals to native borrowers from the Bank) adverting to the circumstance that Dhunjeebhoy was principal and Briz Vullubdas only a security in this transaction, recommended that some arrangement should be made by paying down an eighth of the debt at once in cash, and the residue by monthly instalments of Rs 1,000; Mr. Rodgie said the Bank must have some security for the payment of the instalments—to this the second defendant and his friend assented, and they left the Bank. Nothing further appears to have taken place till Thursday, the 25th of January, the day before that on which the cause had been set down for the trial. In the early part of this day both the defendants and Madhorow went to the Bank and saw both Mr. Robertson and Mr. Rodgie. There was considerable discussion as to the terms of the settlements, viz., as to the amount of the instalment—the period of the renewal—but, above all, as to the nature of the security: as to this last, the defendants strongly urged the Bank to take Tribohundass's bond. Mr. Robertson, who gave his evidence with great fairness, admitted that he could not undertake to say that he might not at some stage in the course of these discussions on the 25th have entertained the proposal of taking Tribohundass's bond. Mr. Rodgie, both from his own evidence and that of the defendants, appears throughout to have insisted on getting Tribohundass's name as a third name on the draft. "I told them," (*i. e.* the second defendant and Madhorow), says Mr. Rodgie, speaking of the 25th "that if they would pay Rs. 5,000 down and obtain the name of Tribohundass to the renewal note, that we would renew for three months, but no longer." The defendants said they could not get Tribohundass's name on the draft, and the parties separated without coming to any terms. The defendants thereupon went off to the house of Mr. Cowasjee Muncherjee Limjee, and procured from him a note to Mr. Rodgie, dated 25th January 1865 (exhibit No. 9), and which runs thus: "The bearers of this are coming to terms as follows, that is to say, they wish to pay Rs. 5,000 in cash and Rs. 1,000 per month as instalments; they also wish to pay law charges whatever they may be: with regard to the said instalments of Rs. 1,000 per month they are ready to give Tribohundass Jugjeevundass as their security for the same." It must be taken, I think, from the tenor of this note, that Mr. Cowasjee Muncherjee Limjee, as Bank director, had no objection to, even if he did not recommend, the adoption by the Bank of the terms thus proposed. With this note, in the afternoon of the 25th, the defendants and Madhorow again went to the Bank and saw Mr. Rodgie, and it would appear also Mr. Robertson; there was again a good deal of discussion, and many objections were taken by the Secretary and Deputy Secretary, especially to the length of time which, on the terms proposed, must elapse before the whole debt was paid off. Finally the parties again separated without having come to any agreement. Early the next morning (Friday the 26th January) the cause standing in the paper for trial that day, Dhunjeebhoy procured a second note from Mr. Cowasjee Muncherjee Limjee, addressed this time to Mr. Robertson. It is exhibit 10, and is in these terms: "The bearer of this is willing to accede to your proposal of yesterday" (a proposal which Mr. Robertson says he never made, but which must, I think, in all probability have come up in the course of the discussions on the 25th) "we to pay Rs. 5,000 at present and the remainder to be paid off by quarterly instalments of the same amounts. I would suggest that as he is desirous of making monthly payments of Rs. 1,000 they may be accepted, as he will pay Rs. 3,000 the third month to make up the Rs. 5,000." With this note at 10 or half-past 10 on the morning of the 26th January, the two defendants and Madhorow Anunta and one Sorabjee Byramjee Colah, a friend of the first defendant, went to the Bank; they had also something else with them, besides the notes, (as was elicited in my cross-examination of Briz Vullubdass on Monday the 26th February) and that was "the man of Calliandass Mohundass" with cash amounting to Rs. 6,750. This person attended them in pursuance of an appointment made by Briz Vullubdass the evening before; he was kept by them close at hand the whole day until payment. This circumstance is of some importance, as showing the determination of the defendants to force payment on some terms or other on the Bank, in order to escape from the consequences of the suit which stood that day for trial—a suit to which they had no defence, and which if decided against them, as if called on it must have been, would have rendered them liable to pay the whole sum due on the note for Rs. 40,000, not by instalments, but at once. Arriving at the Bank on the morning of the 26th January, with Mr. Cowasjee Muncherjee Limjee's second note and the Rs. 6,750 in the hands of Culliandass Mohundass's man, they had another interview with Mr. Robertson and Mr. Rodgie: on this occasion Mr. Robertson is quite positive that he insisted on it as a *sine qua non*, that Tribohundass should sign the renewal draft, and that he distinctly refused to bind himself further to renew the renewal draft at the end of the three months for which it was to run, telling the defendants that the granting of any further time "after the renewal draft fell due would depend upon what they might propose to pay at that time." That Mr. Robertson is correct on this point, I think, beyond question by his note of the 26th January, the very day of these transactions (exhibit B) in answer to the second note of Mr. C. M. Limjee, and which runs thus: "These people, Briz Vullubdass and Dunjeebhoy Eduljee, are giving us a great deal of trouble; I have agreed to this; that they pay now Rs. 5,000 and costs of action, and that I will renew balance for three months, if they get Tribohundass Jugjeevundass to sign the note with them. I won't give them any promise that a renewal will be granted again, but that all will depend on the amount they are prepared to pay at the end of the three months." These, says Mr. Robertson, were my terms on the 26th January, and "from these I never swerved," nor is there anything in the evidence to show he ever did. The defendants left the room "without saying," says Mr. Robertson, "whether they would agree or not." The defendants, as to this last point and also as to the point that Mr. Robertson and Mr. Rodgie both insisted at this interview on Tribohundass's name being on the draft to which defendants did not assent, substantially agrees with that of the plaintiffs. The defendants indeed maintain, contrary as I think to the weight of the evidence, that the *only* point in dispute, was the obtaining of Tribohundass's name to the draft; but that this was a point in dispute when they left Mr. Robertson's room on the morning of the 26th January, and therefore that, up to that time, there had been no substituted agreement between the Bank and themselves, is freely admitted by them. As to what immediately follows the evidence of the defendants and of the plantiffs differs very widely and very materially. The defendants' evidence is that, when Mr. Rodgie came out of Mr. Robertson's room, he still insisted on Tribohundass's name being on the draft, that they still declined to accede to such a condition, on which Mr. Rodgie said, "very well, then the suit must go on," on which they left the Bank and going down soon after to the Court found "to their surprise" that the suit had been put off. It had been put off, and by the direction of Mr. Rodgie. About that there is no doubt, and, if this part of defendant's evidence be true, it is equally free from doubt they must have felt surprised at an adjournment for which, under the circumstances as stated by them, it is difficult, if not impossible, to conceive any sufficient reason. But is their story true? It is absolutely contradicted by the evidence of Mr. Rodgie and Mr. Duncan; it is materially shaken by the admissions made by themselves when recalled and examined by me on Monday the 26th February; and it is in my opinion inconsistent with all the probabilities of the case. Mr. Rodgie's evidence is that, when he left Mr. Robertson's room on the morning of the 26th January, Madhorow came up to him and said that they (the defendants) would procure or endeavour to procure Tribohundass's name on the draft. Mr. Rodgie then called Mr. Duncan and told him to give defendants a blank form of note to get stamped, telling him at the same time in the presence and hearing of the defendants that he (Duncan) was not to renew without getting Tribohundass's name of the draft. Having given these directions Mr. Rodgie said he went down to the Court and adjourned the case (which on his arrival in Court still stood for hearing) to the 2nd February. Now is it true that Mr. Rodgie did, when and as he states, give defendants a blank form of note to get stamped? It is. When recalled on the 26th February, the defendants, though with considerable reluctance, admitted that before they left the Bank and went to the Court the note had been given them to get stamped; that Dhunjeebhoy sent it to the stamp office and paid the amount of the stamp. Madhorow denies that before the note was thus given to them and promise had been made to Mr. Rodgie that they would procure or endeavour to procure Tribohundass's name to the drafts; if so, why did Mr. Rodgie give them the draft to get stamped? The defendants admit that Mr. Rodgie had throughout insisted on this condition, that the moment before he and Robertson had both insisted on it, nay that Mr. Rodgie even after he left Robertson's room continued to insist on it. If this be so, and if it be also true that they never promised to procure or endeavour to procure Tribohundass's signature, then Rodge's conduct in giving them the renewal draft to get stamped is wholly inexplicable, and equally so is it that he should have gone down to the Court and adjourn the case. On the other hand, what is more probable then, that the defendants (to whom it was of vital importance to get the suit put off, and the note received who had got the money ready with them to pay the Rs. 5,000 drawn and the part due interest) when they found Robertson and Rodgie both firmly insisting on Tribohundass's name to the draft, should, while left to themselves outside Mr. Robertson's room, have resolved to make one more effort to conquer Tribohundass's obstinate refusal to sign the draft and to have given Mr. Rodgie a promise that he should do so. I have no hesitation in saying that I believe Mr. Rodgie's statements as to this part of the case to be the substantive truth, and that when the defendants left the Bank on the morning of the 26th January, they did so with the intention of making a last effort to procure Tribohundass's name to the draft, and with the full belief that it was only on these terms the draft would be renewed. Then as to what took place in the afternoon of Friday, 26th January, when the first payments were made and the renewal note was filled up. Here again there is the widest diversity between the statements of defendants and those of the witnesses for the Bank. That they were sent for to the Bank by Mr. Rodgie and arrived there with Sorabjee Byramjee Colah about 3 P. M., is admitted on both sides. Why were they sent for? Mr. Rodgie says that, having returned from the Court to the Bank after adjourning the case about one o'clock, he learned from Mr. Duncan that Tribohundass's name had not been procured on the draft; he therefore sent Sorabjee for the defendants, who came with him to the Bank about three o'clock, and in their presence he said to Sorabjee, why have you not got Tribohundass's name on the draft? The defendants then left the room and he (Mr. Rodgie) then told Sorabjee that they had better get Tribohundass's name to the renewal bill and pay the Rs. 5,000 down. Sorabjee went outside, and returing said, "they will procure Tribohundass's signature to the draft and bring the money." Now, what confirms the statement, is the fact admitted by the defendants, that Madhorow was then and there sent for to get Tribohundass to come and sign the draft. Madhorow went for Tribohundass who refused to come. Before Madhorow's return to the Bank Dhunjeebhoy swears that Mr. Rodgie and Sorabjee came out abruptly from the inner room and said "get the money and sign and renew the renewal draft," whereupon he and Tribohundass at once went and brought up the money. Mr. Rodgie and Sorabjee both deny this statement. Briz Vullubdass swears that Sorabjee came out of the room and, in the presence, but not in the hearing, of Dhunjeebhoy, said in Guzeratee: "Tribohundass's signature is not required, you and Dhunjeebhoy sign the draft." Sorabjee positively denies this and Mr. Rodgie as positively swears that he never authorized Sorabjee to say anything of the kind. I must say I entirely disbelieve these two statements of Dhunjeebhoy and Briz Vullubdass; they are inconsistent with all the facts of the case up to this time, as especially with the fact that Madhorow had been sent for Tribohundass and had not then returned with his refusal. When Madhorow did return, he thus relates what passed: "I said to Mr. Rodgie that Tribohundass will execute a security bond, but declines to sign on the draft." Mr. Rodgie then said "never mind, pay the money down, go to Mr. Duncan and pay the Rs. 5,000 you have agreed, with interest and law charges." We accordingly went to Mr. Duncan. And on the 26th February Mr. Rodgie, in answer to questions put by me, distinctly denied having said anything to the above effect to Madhorow. "I still insisted," said Mr. Rodgie, "on getting Tribohundass's name before we would renew the bill." I must say I believe Mr. Rodgie on this point. In every other instance throughout the whole course of this transaction, the evidence shows that Mr. Rodgie insisted on Tribohundass's name on the draft as a *sine qua non*. It is in the highest degree unlikely that, without inducement, he should have renewed it in this instance: I say without inducement, for the Bank had these drafts at that time at its mercy, unless before the 2nd February, the defendants complied with the terms dictated by the Bank, the suit would then have proceeded and judgment have been recovered for the whole amount. It was put for the defendants that the Bank were gainers, had received a *comundum* by the payment of this money, but that is really not so; it was an indulgence a *comundum* to the defendants to be allowed to pay this money in order to gain time for the liquidation of the heavy sum due on the original note, and that the defendants fully understood this and were most eager to force this part-payment on the Bank, is clearly shown by the fact that they had kept the man, with the money by them ever since 10 o'clock in the morning, ready and eager as they were to pay whenever permission to do so should be accorded to them. Mr. Rodgie's position, and that therefore of the Bank whom he represented, I take this time to have been this: "we are willing to take any money you are ready to pay, but we do not mean to revive our condition as to Tribohundass's name being on the draft, and unless we get his name to the draft we won't renew, and we will then renew only for three months certain." That this is so, is, I think, plain from Mr. Rodgie's evidence, especially when under cross-examination by Mr. Anstey, "I told Mr. Duncan to take any money they might bring, but to insist on getting Tribohundass's signature." "I had before told Duncan not to take the note without the signature of Tribohundass." "I said get the signatures of the old promisees, and also the name of Tribohundass." "In the afternoon of the 26th January, when I and Sorabjee came out of the room, I said to Mr. Duncan get what money you can and the two signatures of the defendants and the third signature." Mr. Duncan, speaking with reference to what took place on the morning of the 26th January, when Mr. Rodgie told him to give the defendants the printed form of note to get stamped, says: "Mr. Rodgie, in presence of the defendants, told me to see that the third name, viz. that of Tribohundass, was appended to the note before the renewal was completed." Such being in my opinion the relative position of the Bank and the defendants on the afternoon of the 26th January, and such according to the evidence having been the instructions given by Mr. Rodgie to Mr. Duncan, the two defendants, Madhorow and Sorabjee, went into Mr. Duncan's room. There the sum of Rs. 670 (of which Rs. 5,000 was in part payment of principal and the residue interest to date) was paid on behalf of defendants, and for this Mr. Duncan gave a receipt (exhibit No. 7.) But Mr. Duncan done more than this; having already filled up the body of the note (exhibit No. 1) according to the instructions of Mr. Robertson and Mr. Rodgie by making it a note at "three months" "due 29th April," for "Rs. 35,000," Mr. Duncan allowed the two defendants to affix their signatures to the foot of the note, in such a way as certainly to lead any one looking at the note, as it now stands, to the *prima facie* conclusion that it is a completed security, i. e. there is no room left at the foot of the note for an additional name. As to this it was shown to be the frequent practice when a third name is required, to take it across the face of the bill; it also proved that, according to the practice of the Bank of Bombay (exhibit No. 1) could never be treated as a completed renewal bill, because it did not bear on the face of it the initials of either Mr. Robertson or Mr. Rodgie, without which no renewal bill is complete. This practice of the Bank, however, was not communicated to the defendants, nor is there any evidence that they were aware of it. What took place at the signature of the bill is differently represented by the two parties. Mr. Duncan, when examined on the 15th of February, swore that he told the defendants to get the third signature as soon as could be, and that they promised to bring Tribohundass to sign it the following morning (the Saturday) with the balance of cash. The defendants admit that they promised to bring the balance the next day, but wholly deny that Mr. Duncan said one word about a third signature or that they promised to bring Tribohundass. In this they are confirmed by Sorabjee, a witness sufficiently favourable to the Bank, who states that nothing was said in his hearing by Mr. Duncan, before the defendants signed the note, with reference to a third name being put upon it. When recalled for examination by the Court on the 26th February, Mr. Duncan volunteered an additional statement: "before the note was signed, Madhorow," said Mr. Duncan, "told me that Tribohundass was rather a queer fellow to deal with, and that they anticipated some difficulty in getting his signature, and he asked me to go to Mr. Robertson to get him to accept the two names without that of Tribohundass. I went to Mr. Robertson and returned and communicated to them his reply, which was that he would adhere to the terms laid down to them in the morning. They assented, nodded their heads, came over to the table and signed." Mr. Duncan also volunteered this further statement, that after the first payment, as he was going down stairs with Madborow and Briz Vullubdass to get the receipt signed, he told them not to fail in their promise to bring Tribohundass and the balance of cash the next morning, as the transaction could not be complete till this was done. Madhorow, and Briz Vullubdass also speaks a little English, they said "you may trust us." I read both these statements over to Madhorow and he absolutely denied that there was any truth in them. It is certainly a somewhat suspicious circumstance that Mr. Duncan should not have mentioned these matters on the first occasion, when his attention was particularly drawn to all the circumstances connected with the signing of the note; and he is in many respects such an unsatisfactory witness, and has shown so strong an animus in the case, that I am not disposed to take his unsupported, much less his contradicted, evidence as testimony on which I can rely. I am not, therefore, upon the whole of the direct evidence before me led to the conclusion, that anything was said immediately before (exhibit No. 1) was signed, about Tribohundass's name being added to the draft, but that by reason of what had gone before both Duncan and the defendant knew and understood that it was to be added to the draft before the transaction was completed, is, I think, free from all reasonable doubt. The strongest point against this view, as far as regards Mr. Duncan, is the admitted fact, that he presented the note (exhibit No. 1) on the Friday about 5 P. M. to Mr. Rodgie to initial. Mr. Rodgie indeed at once declined and refused to pass the bill, or treat it as a renewal bill—strongly reproving Mr. Duncan as well he might, for having taken only the two names on the bill. To have done this, was under the circumstances a blameable piece of carelessness, but to have presented the note with only two names on it to initial, certainly looks very much at first sight as though Mr. Duncan himself thought at that time that no more than the two names were required by the Bank. His own explanation of his having asked Mr. Rodgie to initial the bill is this:—"I did so believing that Tribohundass's name would be added in a day or so." The taking of the two names to the note, he justifies thus: "It was not a breach of duty to take only the two names: my general orders authorized me; if I am told to get three names I take two names when I can, and hold the bill till I can get the third name." It may be so; but in this particular instance it certainly would have been better if Mr. Duncan had acted more strictly on what he admitted to have been Mr. Rodgie's orders. At 5 o'clock on Friday afternoon, the 26th January, Mr. Rodgie having refused to initial or pass the note on the ground that it wanted Tribohundass's signature, it was contended on behalf of the defendants that this ought at once to have been communicated to them. The answer, and probably the sufficient answer, is that they would have learned it the next (Saturday) morning if they had then brought the balance of cash according to their own appointment: the defendants did not keep their appointment: Saturday is a short and busy day at the Bank; the next day was Sunday. No notice was sent to the defendants, and on the Monday morning, the 29th January, they came to the Bank with the balance of the cash. They came without Tribohundass both Mr. Rodgie and Mr. Duncan when first examined stated that Tribohundass was with them on this occasion, but when recalled and re-examined by the Court, they each admitted that this was erroneous; that they had seen Tribohundass at the Bank on the Monday afternoon, but that he was not at the Bank on the Monday morning when the defendants came to pay, and did pay the balance of the cash. Now here again it appears to me, that Mr. Duncan's conduct was deserving of censure: in my opinion, he might at once have told the defendants that Mr. Rodgie had refused to pass the note with only the two names, and that nothing further could be done in the matter until they brought Tribohundass to sign. Mr. Duncan did not do this. On the contrary, without saying anything further about Tribohundass, he allowed the defendants to pay the balance Rs. 1,763-9-9, of which be it observed Rs. 1,265-13-4 was for discount on the renewal note. A sum paid without consideration if no renewal note was to be granted. It was after this payment had been made, that Mr. Duncan communicated with Mr. Rodgie, who then sent for the defendants, and, as Madhorow admitted, though Briz Vullubdass wished to evade the admission—still insisted upon having Tribohundass's signature to the draft. "Rodgie" deposed, Madhorow said "I must have his (Tribohundass's) signature to the draft—to the renewal draft"—"We said," continued Madhorow, "that was not our understanding. My friend has already paid his money on the understanding that Tribohundass was to give a security; but how can you press to have his name on the draft?" Mr. Rodgie states that he thereupon said, "unless you get Tribohundass's name on the draft, the case must go on." Madhorow and Briz Vullubdass deny this, but as Madhorow admits that Mr. Rodgie then insisted on Tribohundass's signature, the point is of no great importance. Looking at the probabilities of the case, and Mr. Rodgie's positive statement in the affirmative, I have no doubt he did say so. At all events, the next day, 30th January, Mr. Rodgie himself wrote to each of the two defendants, and the Solicitors of the Bank wrote to the Solicitors of the defendants notices, (exhibits No. 2, No. 11 and No. 5) to the effect that as they had failed to procure an additional signature to the renewal note, the suit would not be withdrawn, but actionly proceeded with. On the 1st of February, Messrs. Dallas and Lynch, then the Solicitors for the defendants, sent a reply (exhibit No. 3) in which they set up very clearly an outline of the defence which at the hearing was sustained with his usual zeal and ability by Mr. Anstey. Having heard and weighed all that he has so forcibly urged, and having giving the best attention in my power to all the evidence taken in the case, the result is that it fails to satisfy me that there was any such substituted contract between the Bank and the defendants as that on which the defendants rely, on the contrary, the inference I draw from the whole of the evidence is—1st, that the Bank never absolutely bound themselves to renew the renewal draft on its falling due on the 29th April, but reserved to themselves the option to do so or not as they might then be addressed having regard to the amount which the defendants might then offer to pay. Secondly, that the Bank originally stipulated and never the stipulation, that the name of Tribohundass (or some other good and approved name) should be given, as a third name on the renewal draft. This being so, I record a finding on such of the issues raised in favour of the plaintiffs and I pass a decree for the plaintiffs for Rs. 33,734-2-8. the amount of the note sued on less the two sums of Rs. 5,000 and Rs. 1,265-13-4, the first on account of principal, the second on account of discount. On the above balance of Rs. 33,734-2-8, I allow interest at the usual mercantile rate of 9 per cent. from the 29th of January last, till judgment. With regard to costs I direct that the Rs. 500 already paid by the defendants on that account shall be taken in full satisfaction of all costs incurred down to the 29th January last, and with regard to all costs subsequently incurred in prosecuting and defending this suit. I leave each of the two parties to the suit to pay their own costs, and I do this on the ground that but for the mismanagement of Mr. Duncan, the defendants would, very probably, not have been induced to put forward the defence they have. In form therefore the decree will be for the plaintiffs for Rs. 33,734-2-8, with interest at 9 per cent. from the 29th January 1866 till the judgment, but without costs, and interest at 6 per cent. on the judgment till payment.

## SMALL CAUSE COURT.—7TH MARCH.

(BEFORE J. F. HORE, ESQ.)

*Narrayenjee Ragowjee vs. Ruttonsey Goculdass.*

This was an action to recover the sum of Rs. 1,240, being the difference of price of 40 shares of the Royal Financial Corporation, which the defendant agreed to sell at 15 per cent. premium, but having failed to deliver those shares, the plaintiff ultimately purchased them at 22½ per cent. being 7½ which the plaintiff now sought to recover—the excess being abandoned with the view to bring the action within the jurisdiction of the Court.

Mr. Nusserwanjee appeared for the plaintiff; Mr. Longley for the defendant.

The plaintiff in this case was a broker, and the defendant a dealer in cotton and one of the directors of tha Cutch Financial Association. The facts of the plaintiff's case as stated by Mr. Nusserwanjee were these:—It appears that on the 25th of November 1864, the plaintiff entered into a verbal contract with the defendant to purchase 40 shares of the Royal Financial Association at 15 per cent. premium. The defendant agreed to deliver those shares within twenty-five days, but having failed to do so, the plaintiff purchasad them in the market at 22½ per cent. premium, and he now sought to recover the difference between the price at which he agreed to purchase those shares and the price at which he bought them in the bazaar.

The defence was that there was no contract entered into between the parties. Some time in December 1864, the plaintiff went to the shop of the defendant, and asked him whether he had any shares of the Royal Financial Corporation, commonly know in the bazaar as Khetsey's Finance. The defendant told him that he had thirty shares of the Association, which the plaintiff agreed to purchase at 15 per cent. premium. He, the defendant, told him to bring the money at 12 o'clock and take away the shares, otherwise he would not deliver them. Plaintiff said that he would ask his customers and gave him a reply. He did not go to the defendant to take delivery of those share that day, but after five days he went to his warehouse, and demanded the shares, which he said he had purchased for one of the directors of the Association. The defendant did not deliver him the shares, stating that there was no contract between them.

The plaintiff and the defendant together with their witnesses were then examined and cross-examined at considerable length, at the termination of which, His Honor delivered judgment in favour of the defendant, observing that the only question for the decision of the Court was, whether the defendant entered into a contract with the plaintiff or not? His Honor continued that as the plaintiff entirely failed to make out his case he had no alternative but to give a verdict for the defendant, with costs for Rs. 34.

## RIFLE ASSOCIATION OF WESTERN INDIA.

THIRD DAY, WEDNESDAY, 7TH MARCH.

YESTERDAY was the third day's sport in connection with the fourth annual meeting of the Rifle Association of Western India, and was a decided improvement on the two first days, both as regards the shooting and attendance.

*1st Prize.*—A Cup, value £20, presented by R. Hannay, Esq., a member of the Council of the Rifle Association of Western India. For all comers. With any Rifle. Three shots each, at 600 and 800 yards—any position. Entrance Rs. 10. Winners of the Challenge Cup at this meeting, or of the Association Cup, Henry Rifle, the Vice-President's Cup, or Whitworth Rifle at the last meeting, handicapped 4 points, and the winner of two or more 6 points.

Seven competitors entered for this match: the following is the score:—

*1st Distance.*

| Names. | 600 yards. | | | Points. | Hits. | Marks. |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | | | |
| Mr. G. Gahagan ... ... ... | 0 | 0 | 1 | 1 | 1 | 2 |
| " R. Clark... ... ... ... | 3 | 1 | 0 | 4 | 2 | 6 |
| " W. R. O. Gorman ... ... | 0 | 0 | 0 | ... | ... | ... |
| " D. Maclean ... ... ... | 1 | 2 | 2 | 5 | 3 | 8 |
| " H. Gamble ... ... ... | 3 | 0 | 1 | 4 | 2 | 6 |
| " T. R. Booth ... ... ... | 1 | 3 | 1 | 5 | 3 | 8 |
| Captain Laughton ... ... ... | 3 | 2 | 3 | 8 | 3 | 11 |

*2nd Distance.*

| Names. | 800 Yards. | | | Points. | Hits. | Marks. | Prevs. Score | Total. |
|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | | | | | |
| Mr. G. Gahagan ... ... | 2 | 2 | 2 | 6 | 3 | 9 | 2 | 11 |
| " R. Clark ... ... ... | 3 | 2 | 2 | 7 | 3 | 10 | 6 | 16 |
| " W. R. O. Gorman ... | 3 | 0 | 0 | 3 | 1 | 4 | 0 | 4 |
| " D. Maclean ... ... | 2 | 3 | 3 | 8 | 3 | 11 | 8 | 19 |
| " H. Gamble ... ... | 3 | 2 | 2 | 7 | 3 | 10 | 6 | 16 |
| " T. R Booth ... ... | 1 | 2 | 0 | 3 | 2 | 5 | 8 | 13 |
| Captain Laughton . ... | 2 | 3 | 2 | 7 | 3 | 10 | 11 | 21 |

Captain Laughton and Mr. D. Maclean were both handicapped 4 points, the former gentleman having won the "Henry Rifle Prize" at the March meeting last year, and the latter gentleman "the Challenge Cup" at the present meeting. In consequence of which Mr. Maclean's score of 19 was reduced to 15, but as Captain Laughton scored 21 when his 4 points were taken off he still stood at 17, beating Mr. Clark and Mr. Gamble by one.

In the next match there were seven entries: the following is the score:—

*2nd Prize*—Sweepstakes of 5 Gold Mohurs from the Fund. 1 Gold Mohur entrance. For all comers. With any description of Rifle, and in any position. Three shots each at 500 and 700 yards.

N.B.—The winner will receive two-thirds of the donation and entrances; the second one-third, and the third will save his stakes.

*1st Distance.*

| Names. | 500 Yards. | | | Points. | Hits. | Marks. |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | | | |
| Mr. R. Clark ... ... ... | 2 | 1 | 2 | 5 | 3 | 8 |
| " G. Gahagan ... ... | 0 | 1 | 3 | 4 | 2 | 6 |
| " D. Maclean ... ... | 3 | 3 | 3 | 9 | 3 | 12 |
| " J. E. Dudley ... ... | 0 | 1 | 0 | 1 | 1 | 2 |
| Capt. Laughton ... ... | 2 | 3 | 3 | 8 | 3 | 11 |
| Mr. H. Gamble ... ... | 0 | 2 | 1 | 3 | 2 | 5 |
| " T. R. Booth ... ... | 2 | 2 | 2 | 6 | 3 | 9 |

*2nd Distance.*

| Names. | 700 yards. | | | Points. | Hits. | Marks. | Prevs. Score. | Total. |
|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | | | | | |
| Mr. R. Clark ... ... ... | 2 | 2 | 2 | 6 | 3 | 9 | 8 | 17 |
| " G. Gahagan ... ... | 0 | 2 | 2 | 4 | 2 | 6 | 6 | 12 |
| " D. Maclean ... ... | 0 | 2 | 2 | 4 | 2 | 6 | 12 | 18 |
| " J. E. Dudley ... ... | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 |
| Capt. Laughton ... ... | 2 | 2 | 2 | 6 | 3 | 9 | 11 | 20 |
| Mr. H. Gamble ... ... | 2 | 1 | 2 | 5 | 3 | 8 | 5 | 13 |
| " T. R. Booth ... ... | 2 | 3 | 0 | 5 | 2 | 7 | 9 | 16 |

Captain Laughton thus won the Sweepstakes, Mr. Maclean being second, and Mr. Clark third.

"THE ENFIELD RIFLE SWEEPSTAKES," with Rs. 30 added to the fund, open to all comers, will be shot for this morning at half-past six o'clock, at the Colaba Butts, the Government long Enfield of 1853 only to be used and Government ammunition, at 200, 300 and 600 yards, three and four rounds respectively in the Hythe position. Entrance for non-commissioned officers and marksmen of H. M.'s regiments two rupees each, for privates one rupee, and for all others five rupees each.

ON the first day of the present meeting, Captain Laughton won the Sweepstakes at the three distances of 400, 600 and 800 yards, scoring 32 points.

## CORRESPONDENCE.

### G. I. P. R. vs. CAPTAIN DEVEREUX.

*To the Editor of the Bombay Gazette.*

SIR,—In your yesterday's police reports, in the case of the G. I. P. Railway *vs* Captain Devereux, an omission is made in the evidence of Rustomjee Cursetjee's, the landing contractor's servant.

What that witness deposed to was, that defendant stated that if he, the witness, would give him, the defendant, a full receipt he would not be afraid of Mr. Doughty.

My reasons for requesting you to insert this are, because a different construction might be put upon the sentence, and that my character might suffer from a false imputation thrown upon it, which is very easily conveyed by the present report of the police sheets.

J. DOUGHTY, Wharf Clerk, G. I. P. R.

### MAZAGON LAND AND RECLAMATION COMPANY (LIMITED.)

*To the Editor of the Bombay Gazette.*

SIR,—The general meeting of shareholders of the above Company, held on the 1st December 1865, passed a resolution to the effect that the future management of the Company be transferred to secretaries and treasurers, and that Messrs. *Macindoe, Rogers and Co.* be appointed secretaries and treasurers; but as it is now advertised that no further business will be carried on under that name and firm, the Mazagon Land and Reclamation Company is left without any legally constituted management. I therefore think it is the duty of the directors, to lose no time in convening a general meeting and submitting to it a well digested proposal, of the manner in which it is intended to raise funds and conduct the future management of the Company.

With shares at 1,700 discount, and upwards of eight lacs locked up in a rotten Financial Corporation, the carrying on of large and expensive works out of money raised at 13 and 14 per cent. interest is, I am of opinion, a rash act, involving very great responsibility on the directors, who ought in my humble opinion to bring the matter formally before the shareholders.

A SHAREHOLDER.

### A CASE FOR BANK SHAREHOLDERS.

*To the Editor of the Bombay Gazette.*

SIR,—Considerable disappointment was felt amongst the majority of shareholders in banking and financial establishments, when about five months ago it became known that Dr. Diver, whose liabilities were stated at about Rs. 1,20,00,000 had been permitted to leave Bombay without an attempt on the part of his creditors to recover this enormous sum. It now appears that the Bombay Bank took efficient measures to secure this gentleman's return, and Dr. Diver has again made his appearance amongst us. In the meantime it transpired that he was indebted to this institution in the sum of Rs. 15,00,000, but so little care had been taken in looking after the securities which would have covered a small part of the loan, that other creditors actually were allowed to attach them. I mention these facts in no way with a view to censure the authorities at the Bank of Bombay, but being a holder of shares which cost twice as much as they are worth now, I am grievously disappointed with a dividend of little over 2 per cent. on an investment which I expected would yield an adequate return.

It is hard to believe that a million and a half has been lost in share transactions by one man, who himself stated that less than twelve months ago he was possessed of £300,000, and the unpleasant thought occurs that as speculations turned out badly the public are saddled with the loss, while the profit goes—where?

Going and coming by the P. & O. steamers cannot be done for nothing nor can houses in the pleasant neighbourhood of the Crystal Palace be had for the asking, nor have insolvents the right to dispose of their carriages by raffle or otherwise, except for the benefit of their creditors.

Many like myself have been deprived of dividends, and more have lost their all by the reckless manner in which Banks have granted releases to their debtors, and many are the instances where the man who calls himself an insolvent to-day, emerges to-morrow to retire on his "savings."

This is what I protest against, and ask other victims to assist me in putting down. Let us not rest and let the case, I have cited, and which deals perhaps with larger figures than any other, be fully investigated.

ORPHAN.

## INDIAN NEWS-LETTERS.

### FIRE AT SURAT.

*(From Our Own Correspondents.)*

SURAT, 6TH MARCH.

THE Hoolee holidays have come to an end to the great relief of all whose acoustic organs possess sufficient refinement to fail to appreciate and enjoy the conglomeration of sounds termed music, by the Hindoo population, who, in keeping their holidays, have kept also from peaceful sleep all whose bungalows are unfortunately within hearing of the tom-toming, holloaing, trumpet-sounding, never tiring revellers of the Hoolee festival. Their jollities were, however, very near causing consequences which would for years have been bitterly remembered, the careless way in which on these occasions fires are lit close to houses built of materials but too ready to *ignite*, proved the truth of the old proverb concerning the oft taking of the pitcher to the well. At about seven o'clock on Saturday evening, the alarm of fire was raised in that portion of the city adjacent to the Nowsaree Gate, and in a very short space of time a sheet of flame, rivalling the light of day in brightness, pointed out to those at a distance the exact situation of the fire. The 2nd Grenadiers turned out on the alarm being sounded at their lines some two and half miles off: by the energy of the officers they managed to reach the scene with their fire-engines in less time than might have been thought possible. But, meanwhile, the devouring element had got the mastery in the large block of connected buildings, so the whole efforts of the men were directed to cutting off the communication and thus preventing the fire spreading. Fortunately, or it perhaps should be said providentially, the wind which had been blowing strongly fell completely, otherwise nothing could have saved a large portion of the city from destruction; as it is, the loss of property is considerable, and numbers of people have lost all they possessed in the world. The sepoys worked well under the direction of their officers. Mr. Duff, the Collector, and Mr. Kemball, the Judge, were also on the spot and rendered much assistance. Water was difficult to procure, the barrels filled with considerable labour, hardly sufficing to keep the engines at work for five minutes at a time. The old Pinjarapool, or infirmary for cattle, a very ancient building, adjoins the scene of the fire, and it was feared that it would be destroyed, which would have been a pity, carrying us back as it does in idea to the old days when Surat had not fallen so low in wealth and importance as it appears to have done, owing to the centralization of both Government and commerce in Bombay. The unfortunate inhabitants seemed so overcome by the calamity which had overtaken them, as to attempt but little in the way of helping themselves: men who should have been up and doing, thinking it quite becoming and useful to stand and cry bitterly, looking on at their houses burning, others with true Asiatic indifference contenting themselves with calmly sitting on the ground, contemplating the destruction of their property, none of the energy and pluck under misfortune, which would have been shown by Europeans, being displayed here. I visited the scene next morning, to view by daylight the extent of the damage sustained. The fire was out but still smoking, dotted over the ruins were natives each with a pick or shovel, and a *mudka* of water, endeavouring to recognise some familiar corner—no easy matter—where doubtless lay embedded or built up in the wall the wealth, small or great, of the late owner, it being the habit of these people to thus keep their money. Perhaps in future days they may take to keeping banking accounts, though I fear their experience of some of the Banks and "Financials" lately introduced, (for the benefit of the people?) may have disgusted them with these sound commercial institutions and habits. To the falling of the high wind and the efforts of Colonel Schneider and his officers and men may be attributed the prevention of a calamity greater than has fallen on this city for many years.

CALCUTTA, 28TH FEBRUARY.

THERE has been a great to do in the Railway Department, and there are some who believe that the retention of his lucrative appointment by Mr. Edward Palmer, the Agent East Indian Railway Co., is somewhat open to question. The subject has given rise to a great deal of newspaper scribbling, and Messrs. Cohen, Fielman and Co. led off the ball, by addressing the *Delhi Gazette* and charging the E. I. R. Company with exhibiting undue preference in the allotment of waggons for the conveyance of cotton from Alligurh and Hattras to Calcutta. But before this occurred, there were several rumours flying about, some of which reached the ears of Government, but which of course it did not feel justified in taking up, until they assumed some tangible and distinct shape. The opportunity was at length given by the firm alluded to, and the Lieutenant Governor wrote at once to the Agent calling for a report and directing the institution of an enquiry into the matter. Mr. Robert Roberts, one of the Company's employés, was accordingly deputed to Hattras, Mr. Batchelor, the Traffic Manager, was ordered, I fancy, to be present. Lieut. Luard, the Deputy Consulting Engineer to Government in the Railway Department, was directed to watch the proceedings on the part of Government, and finally, all the magistrates in the neighbourhood were told to render all the assistance that might be required. The proceedings of the first and second day have been published by the Agent himself in pamphlet form and forwarded to the newspapers. As a copy will doubtless be sent to you, I will not in this place do more than notice it cursorily, leaving you to discuss the whole subject in your columns for the edification of your readers. The case is a very important one, and lifts the veil from off some of the secrets of the Department, and makes us acquainted with the queer way in which things are sometimes done in these overgrown Companies and Joint Stock Corporations. One ugly fact has, however, been established beyond all doubt or explanation, and that is that whilst circulars were publicly and ostentatiously forwarded to all station masters to observe strict impartiality in the distribution of waggons to the cotton and other firms in the North West, who might be desirous of forwarding their traffic by the rail to Calcutta, another, and a secret one, was also despatched directing the grant of a larger number of the said waggons to the Commercial Transport Association. This is a Joint Stock Company with a nominal capital of a couple of lacs of rupees, and whose shares are unsaleable at 60 per cent. discount. But it happened to be in debt to the Railway Company the insignificant sum of 3½ lacs of rupees or thereabouts, and this is the sagacious and pleasant way which the E. I. R. Company adopted for enabling the C. T. A. to refund the amount due. The consequence was, that the small quantity of cotton which the Association could bring to the terminus was borne away without loss of time, whilst the thousands of bales which other firms, both European and native, were anxious to forward to Calcutta, were allowed to remain (in some instances rotting, I hear,) in the godowns of the E. I. R., inflicting of course heavy losses on the owners. How long this was tolerated I cannot say, but matters would appear to have reached a climax at last, and the patience of those who were not favoured by the E. I. R. gave way. They rushed of course to the newspapers, and were successful in their desire to rouse the Government into activity. The first meeting, as you must have observed, was ludicrously violent, and it was evident that Mr. Frederick Cohen and others had gone there for the express purpose of "taking the bull by the horns." There is a general feeling abroad, that the Government should probe to the bottom the whole story of the strange connection that evidently exists between the Railway and the Association, the circumstances under which it was formed, and the real extent to which it has been allowed to influence the actions of the E. I. R. Co. This is due quite as much to the public as to Mr. Edward Palmer, who is on the whole a somewhat popular man, and who, it is believed, is incapable of any dishonourable action, whereas all sorts of foul and ugly rumours are flying about, which ought at once to be silenced. Of course a story never loses by the telling, and so Mr. Palmer is at present the centre of a great many unseemly ones. Some of the journals here insist upon it that he is unfit for his present lucrative and responsible post on his own showing, but I doubt whether the Government will look at the question with quite so severe an aspect. The Agent has sent in, I hear, a demi-official narrative of his proceedings; but I have not been able to obtain a sight of this document, which is doubtless more valuable than all the printed statements and reports with which the public are furnished.

The Municipality of Port Canning have secured a very efficient Secretary in the person of Major Thompson. This officer was engaged in the Crimea and had something to do in the formation of some of those irregular Turkish corps, which it was thought would do such signal service. After that bloody struggle had been brought to a conclusion, Major Thompson went with his regiment to China, I believe, and there he took service under the Emperor, being one of those who were selected with Colonel Gordon to train and discipline the Celestial rabble into something like an efficient force, and which subsequently put down the Taeping rebellion. On his arrival in Calcutta he was a candidate for the Secretaryship of the Suburban Municipality, the salary of which office is Rs. 800 per month, but as the Government decided on amalgamating that post with the Engineership to the Municipality, he was asked whether he would accept a similar appointment (without the Engineering business) under the Canning Municipality. The salary has been hitherto Rs. 400 and was held by Mr. Kilby, the merchant, but the Government wisely determined to place the office in the hands of a man who would be able to give the whole of his time to its duties. The pay was accordingly raised to Rs. 600 and Major Thompson has accepted it, with the promise of an increase to Rs. 800 next year.

The Bhootan war is over (bad luck to it), and the Viceroy has shown that when left to himself, the spirit of the ex-Lieutenant Governor of the Punjab is not dead within him. When he originally decided on sending a force into Bhootan with instructions to march on Tongsoo, one of our dailies stated that this had been done under the orders of the Secretary of State for India. Why that journal should have jumped to such a conclusion is surprising, seeing that Sir Charles Wood has in no single instance or occasion evinced the slightest judgment or capacity, whereas he has from the commencement of his incumbency shown a marvellous aptitude for making "ducks and drakes" of everything to which he has put his hands. The Secretary to the Viceroy intimated accordingly to the paper in question, that the movement on Tongsoo had been dictated by the Governor General on his own responsibility; and the result has shown unequivocally that if he had been left unfettered to do as he liked at the commencement of the war this miserable struggle would have been brought to a close long ago. His great experience in frontier campaigning in the Punjaub gave him an advantage over Sir Charles Wood, which every noodle in India comprehended, but which that sage Secretary was incapable of perceiving. India ought to be thankful now that she has got rid of him, and to pray that Earl Grey may not prove to be a duplicate of that obstructive official.

The Viceroy does not leave Calcutta till April, I believe; but some of the offices have already commenced preparations for the march to Simla. We are to have another long debate on that blessed Converts' Divorce Bill, as the Hindoos have suddenly found out that their Shasters look upon a lapse from the ancient faith as, *ipso facto*, a dissolution of the marriage tie! It is suspicious, to say the least of it, that they have only just found this out, and I am inclined to think that their sole object is to get the Bill dropped, and with it they will sink the injunctions of the Shasters. Mr. Maine is not likely, however, to be outwitted in this way. So long as the Christian doctrine exists, that a man cannot marry a second time during the existence of his first wife, except he be divorced from her, the necessity for such a Bill as this must be evident. I shall be glad to see the matter settled in Council as soon as possible, because the longer it is delayed the greater opportunity it affords to these intolerant Hindoos to agitate and bluster.

The Lieutenant Governor is looked for daily. He has gone on a trip to Cuttack and Pooree, to inspect the irrigation works now in course of construction there, and to arrange, in connection with the Company, a tariff of rates at which water is to be supplied to the population for agricultural and other purposes. The works are described as gigantic, and there can be no doubt that the blessings they will confer on the people will be both substantial and extensive, nothing less in short than the re-creation of a province. The tract of country which these works are intended to regenerate possesses a good and fruitful soil, but has long been poor and unproductive, in consequence of the absence of water. When the poor ryots were first told that the great trenches which they saw being excavated in various directions were intended to bring water to their doors, they could scarcely be induced to credit it, but now that portions of the canals have received the long promised water, they are filing applications on all sides for a supply. Their astonishment and delight are about equally strong—Certes, what would become of this country if it were not for the "rampant Anglo-Saxon." And yet it would be difficult to find a race more plentifully abused and disparaged than this same Anglo-Saxon race by those who will be most prominently blessed and advantaged by its presence in India. Verily, the education imparted in the Government Schools and Colleges has not made the people acquainted with the simple virtue of gratitude. Those who know the natives best, do not hesitate to declare that, with an immense fund of arrogance and overweening vanity, the educated natives are the most strongly disloyal of all the people of the land. India must look for real improvement and advantage to the third generation after the present.

### LUCKNOW, 1st March.

Sir John Lawrence has shown much good sense in appointing Mr. John Strachey, C. S., to the Chief Commissionership of Oudh. Mr. Strachey bears a high character for ability, and though his appointment has taken every one by surprise, yet all look favourably upon it. He comes almost a total stranger to every one in the province, and, as such, wholly unprejudiced as an administrator. Many of Mr. George Campbell's friends would have liked to see him at the head of affairs here, but his appointment would have been most distasteful to the Talookdars; and so in the present state of matters in Oudh, I think, the Governor General did well not to make it. I hear that the disappointment has been great to him, for he fully expected to be appointed; and the opinion of the High Court people in Calcutta is, that Mr. Campbell is more fit to be the Chief of a province than a Judge. It is not improbable that it is owing to this disappointment that he has made up his mind to retire from the service early next year. Sir George Couper was another of those gentlemen who most ardently aspired to the Chief Commissionership of Oudh; but, being likewise disappointed, he applied for furlough to England, and left this a couple of days ago for Calcutta, whence he will embark in the steamer of the 10th instant. As Judicial Commissioner of Oudh, I before told you, his appointment was one of the grossest jobs of Lord Elgin's reign. He was wholly unfitted for it, and there is not a single measure of his own initiation by which his administration of civil and criminal justice in Oudh has been distinguished. In fact, he only "rubbed on," as the saying goes, in the hope of one day stepping into Mr. Wingfield's shoes; and, no doubt, had there been a lord or an earl as Governor General, wholly dependent upon the counsels of his Secretaries for the wisdom or otherwise of his actions, he would at this day have been the Chief Commissioner elect. But Sir John Lawrence is too well acquainted with the merits and abilities of the members of his own service to commit the serious blunder of making a bad appointment. And even Mr. Wingfield he looked upon as a particularly fortunate man to hold such a high post with such mediocre talent, and on such slender claims. Mr. St. George Tucker, who officiates as Judicial Commissioner, has had the character assigned him in the last Administration Report of being a good judicial officer, but painfully slow in the performance of his duties. He is, however, believed to be a very conscientious man, and socially is very popular. Mr. Fraser, our Civil Judge, left last evening for Calcutta, also *en route* to England. The local bar, or rather I should say the native pleaders, presented him with an address both in English and in Oordoo. It was fulsome, as such addresses usually are, and to my thinking, more pharisaical than sincere. Mr. Fraser was not, upon the whole, a bad Judge, but he was often whimsical and overbearing in his conduct to suitors and pleaders, and was certainly not liked by the natives. Mr. Smith, Principal Sudder Ameen of Benares, has been appointed to officiate as Civil Judge of Lucknow, and the appointment seems to be very popular with the vakeels, many of whom have kept back several important suits that they may be tried by him. He has, however, not yet arrived, nor is he expected before the 8th or 10th. Meanwhile the Civil Court remains closed. The Small Cause Court, too, will in all probability be opened in all next month, when Mr. F. Lincoln's present appointment of Assistant Civil Judge will merge into that of Judge of the said Court. Mr. Lane, our Deputy Commissioner, leaves this in a few days, also for the old country. Major Steel, who formerly belonged to the Oudh Commission, and just returned from England, will officiate for him for about a month, when Mr. Quinton, C. S., will succeed to the place. Major Steel should consider himself very fortunate that he should have returned just when so many officers are leaving Oudh; by taking his furlough, he had forfeited his appointment in the Commission: the want of officers now will bring him into it again. Mr. Bickers, our Treasury officer, has been strongly recommended by Mr. Wingfield for a personal allowance of Rs. 200 a month. This will make his salary Rs. 800. Mr. H. Gordon, Head Clerk of the Commissioner's office, has been recommended for an Extra-Assistant Commissionership. Captain MacAndrew has taken over charge of the office of Secretary to the Chief Commissioner from Major Reid, who has proceeded to relieve Mr. St. George Tucker as Officiating Commissioner of the Kyrabad division. Mr. Stewart Reid has taken Mr. Mayne's place as Commissioner of the Fyzabad division, and Mr. Gore Ouseley Mr. Reid's place as Commissioner of the Baiswarra division. And, I think, these are about all the changes that have taken place in the province since I last addressed you.

I should mention here, that a subscription has been set on foot for the purpose of presenting a testimonial to Mr. Wingfield. It is confined to the members of the Oudh Commission, and certain of his friends are registering names in all directions. The amount is left optional with the giver, and to subscribe also optional with the officer. In Lucknow one officer only refused point blank to subscribe, and that was Mr. Fraser, the C. J. His reason was, that Mr. Wingfield had never been a friend to the Uncovenanted, and as an Uncovenanted he did not therefore feel himself justified in promoting the testimonial. Moreover, he thought that it was not quite the correct thing, the getting up of a testimonial of this kind, and after this fashion. Of course, when the paper is sent to an officer by his Commissioner, he is hardly able to do otherwise than subscribe, however unwilling he may be to do so; and I know two or three instances already where the thing has been most grudgingly done. I daresay some ten or fifteen thousand rupees will be collected, but I think Mr. Wingfield ought to decline the honour, knowing, as he must well do, that he has very few friends in the Commission; and a testimonial to possess any moral value ought to be the no less spontaneous gift than the free-will offering of the donors. The Talookdars likewise wished to get up a purse for the departing Chief Commissioner, but they were told that its presentation would not be sanctioned by the Supreme Government. I believe they are now preparing an address, which is to be delivered to Mr. Wingfield on the 6th or 7th. I have no idea when Mr. Strachey will be here, but Mr. Wingfield, I hear, leaves this about the 10th. He cuts across the Rohilkund forests, shooting tigers for the last time in India; and passing through Meerut and Delhi, goes on to Lahore; thence by rail to Mooltan, and by the Indus *via* Kotree and Kurrachee to Bombay, where he will embark for England.

A very extraordinary judgment was given by Mr. Fraser a few days ago, one that has caused very considerable excitement and comment in the city. The plaintiff, a *purda nasheen* lady, sued her own brother and another, as her agents, for the recovery of Rs. 15,000 out of Rs. 20,000 alleged to have been received by them from her. It is true she held no vouchers, and the transaction as to her brother so took place in the premises of her Zenana, that her personal testimony, subject to cross-examination before the Judge, was deemed necessary to the ends of justice. The defendants also petitioned that she should attend Court to be examined. Now, it is not the practice of the Court to make any *purda nasheens* appear in public, and it is deemed sufficient if the woman summoned be carried into Court in a *doolie* and remain entirely concealed within its drapery, provided that her identity be made satisfactorily clear by any means she may choose. The Court, however, has the power to compel attendance, but does not do this in cases where the female party objecting would rather forego a right as the consequence of her recusance than prove it by coming into Court in a *doolie*. And this is just what the *purda nasheen* plaintiff has done in the present instance. Mr. Fraser thinks that "no *Qazee*, in any Mahomedan country, would ever listen to any such objection to attendance when necessary, and it would wholly prostrate the ends for which our tribunals of civil justice are established, if these *purda nasheens* could successfully insist on the Judges receiving inferiors and incomplete evidence as sufficient to cast the opposite parties sued by them, against the reclamation of the defendants that the party claiming should herself come into Court in the absence of other as good or otherwise conclusive evidence, and be allowed to give decrees without meeting the rule, that a case must always be supported by the best evidence extant." This may be sound in reason, but is not sound in law, for it is distinctly laid down in Section 21 of the Civil Procedure Code that, "women, who according to the custom and manners of the country ought not to be compelled to appear in public, shall be exempt from personal appearance in Court." And Section 175 specially provides for the contingency, viz. "when a person is exempted by reason of rank or sex from personal appearance in Court, the Court may order a Commission to issue for the examination of such witness &c." Mr. Fraser, notwithstanding, thinks that, "all that these lady plaintiffs can reasonably claim is, that they may be allowed to forego their suits, if they prefer the consequent loss to any imaginary loss of dignity." If this were so, of what use is the law above quoted? By dismissing the case on such arguments of his own, although expressing his belief that "the suit is not wholly groundless," the Judge has done a gross and grievous injury to the *purda nasheen*, who has thus lost not only the Rs. 15,000 that she sued for, but also property to a considerable amount which she had entrusted to the care of the defendants, and a suit for the recovery of which was dependent upon the result of the present suit. Mr. Fraser went completely out of his way in deciding this suit conformably with Section 117 of the said Code, which is only applicable to plaintiffs and defendants of the ordinary classes, and not to the wives and daughters of Nawabs, &c. Nearly three years ago Mr. Fraser persisted in a similarly perverse course, when a representation was made by certain Nawabs to the Chief Commissioner, who then ruled, and called Mr. Fraser's particular attention to the fact, that "parties to suits can appear by authorized agents or pleaders, *and, of course, you will see that persons of rank, and especially women*, are not summoned unnecessarily as witnesses." The great wrong done in this case is, that the plaintiff, having foregone her claim rather than appear in Court, and it having in consequence been dismissed, cannot now appeal from Mr. Fraser's orders, nor, I believe, bring a fresh suit before the new Judge. But I hear a general unanimous representation is to be made to Mr. St. George Tucker by the pleaders against Mr. Fraser's decision being allowed to establish a precedent, such as would be revolting to every respectable family in Lucknow, and offer a high premium on the rascality of every scoundrel who wished to swindle and otherwise rob those recluses of the Harem who would suffer any loss rather than appear in public, and especially in our so-called Courts of Justice.

### DERA DOON, 24th February.

Now that colonization is being mooted for India, I think I cannot do better than give you a slight account of the vast progress that is being made in this direction by no less a party than His Highness the Maharajah of Nahun, situated in the Dhoons of Deyrah.

A few days ago I happened to be on a shooting excursion, and during my dour took Sirmour in circuit. To say that I was pleased with all I saw is not sufficient, I was really astonished to find such order and management existing where I had anticipated only a chaos in the desert.

No sooner had I left British territory than I was received with the greatest civility by His Highness' subjects, who, carrying on their daily occupations, would set aside the same to meet and assist the shikaree Sahib; a salaam which not only meant but plainly stated declared "peace be with you," was the greeting given in so markedly courteous a style as to not only please but to make one at home and at ease at once; the richest zemindars even when riding would dismount and not pass the place till they had greeted and welcomed the "*Angrezie Sahib*," the working man too would put down his load, and in fact all were glad to meet your "Old Shikaree." In this way, after a few days good shooting, I reached Nahun, the capital of His Highness's territory, where I found everything that could possibly be desired or anticipated by me was in readiness, not only my own requirements but those of the whole of my followers, and this not at my expense but His Highness's who is so justly celebrated for his munificent liberality. Here I was delighted to find several European settlers, from whom I received the greatest kindness, these are the pioneers in the van of colonization, and no doubt a few years hence will prove to be a most valuable nucleus to work and extend the resources of these highly gifted territories, where but order and the master directing hand, so conspicuous in all His Highness's transactions, are alone required to bring to prominence the territory in question. At Dera Doon I was received by His Highness's Secretary, Roy Juswunt Roy, and at Nahun, by School-master Kishen Lall, who were most assiduous in their polite attentions, in fact I cannot speak too highly of these gentlemen, who furnished me with the fullest information on every point relating to His Highness's dominions. I also received valuable advice from Lieutenant Graves, commanding His Highness's Cavalry, who in point of drill and discipline would put to the blush many a corps in the British service. These man have a most martial appearance, and their accoutrements are kept in the most perfect and efficient order. As regards Infantry nothing can excel the admirable movements of Major Rolanward's men. This officer, who is most energetic, has only been in command since June last, and already his men are in such a state of discipline as to surprise me.

Regarding colonization, after examining the land right and left in my shikaree dours, I have at last been tempted to take a spot for myself and join with the few able and zealous Europeans, already settled in this most favoured spot. The Maharajah's terms are so liberal to the settlers that there are now only ten or more villages remaining to be taken; daily there are enquirers, so that in all probability a few months more will see the whole settled down as a neat little colony and a valuable auxiliary to British power in the East. As for the land, nothing can excel its rich fertility, as may be well imagined from the fact of the *clove* being here found as *indigenous* to the soil. Sugarcane, tea, rice, and all cereals thrive here luxuriantly, so much so that the certainty of farming success here has determined your "Old Shikaree" to lay down his gun and convert his sword into the ploughshare of a peaceful zemindar and settler of the "Darka Dhoon."—*Delhi Gazette, March* 1.

## SIND.

Sind Railway.—The amount of cotton coming down the line is so very great as to be barely credible; five huge trains reach Kurrachee every day as heavily laden with the staple as possible, and yet we are told that the station of Kotree is literally choked with cotton bales waiting conveyance. In no previous year from the commencement of the cotton trade which only dates back five years ago, has there been such large quantities of the staple poured into Kurrachee as in sixty-six. If we go on at this rate, we shall soon be obtaining such a standing in the home markets as will compel greater attention being paid to our wants by the Government of the country, than it now appears to accord.—*Our Paper, March* 2.

We Thought So, And what is more we have said it; the great bell-ringing business about which the scum of Kurrachee has had so much dinned into its ears of late, has ended in smoke. The Lord Bishop, His Excellency the Commander-in-Chief, His Excellency the Governor and the Honorables of the Council Board, have one and all laughed heartily at the freaks of the naughty triumvirate, and decided unanimously on administering to the delinquents a long lecture on what is right and proper in these matter-of-fact days, after which the young hopefuls will be received back into favour, and nothing more thought of their dreadful misdeeds. The above is stated on the best authority, and we are also authorized to mention that even if the gentlemen most concerned had not a single friend in the world to stand by them, there is not a little in the whole of the evidence put against them which could possibly be converted into a a charge under any enactment, regulation or rule in existence in the British Dominions.—*Id.*

## BENGAL.

A reputed witch having made her appearance in one of the villages in the Gwalior territory, at a time when sickness prevailed to an unusual extent, the villagers induced a woman to set upon her and kill her. The murderers were immediately arrested, and will soon be brought to trial.—*Hurkaru, March* 1.

The Duff Memorial Committee have at last confessed that defeat which, from the moment the majority chose to be beguiled by Sir C. Trevelyan, the Scoth members pronounced inevitable. The funds raised, amounting to about Rs. 30,000, they propose to assign to the Calcutta University and Free Church College in equal portions, to endow scholarships bearing the name of the virtual founder of both. The subscribers will be asked to agree to the only course which the weakness of the majority of the Committee has left open to them. Meanwhile Dr. Duff's countrymen have taken their own way of honouring his memory, and instead of a marble hall like the Maison Carree of Nismes, and additional missionary endowed from the £12,500 they have subscribed, and retiring allowances for at least two aged missionaries, will give both India and his own successors reason to remember the glory of the work of Alexander Duff.—*Friend of India, March* 1.

## NORTH-WEST PROVINCES.

We direct attention to an advertisement which will be found in another column, from which it appears that all the moveable property belonging to the mess of the late Bengal Artillery will shortly be put to the hammer. *Sic transit gloria mundi.—Mofussilite, March* 2.

## CENTRAL INDIA.

The weather is now unusually warm for the season. The hot winds are beginning to blow, and the thermometer at noon rises to 90 degrees in the shade. There is not, however, much sickness in the station, and in the class of zymotic diseases, the cases are rather below the average.—*Central India Times, March* 3.

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The tobacco crop of the United States for 1865 is stated at 168,707,009 lbs.—less by more than one half what it was in 1860.

The wife of a Bristol physician has passed the examination necessary to her admission into the profession of medicine, and she now assists her husband in his practice.

Mr. James Greenwood is said to be the author of the graphic account of "A Night in a workhouse," which recently appeared in the *Pall Mall Gazette*.

Mr. Samuel Laing, M. P., has been obliged, from ill-health, to retire as much as possible from business. He has resigned the chairmanship of the Land Mortgage Bank of India.

M. Du Chaillu announces that he is about to give another volume of travels and African experiences to the world. In it will be contained a full account of the small and peculiar tribes of natives met by him in the mountains of western Equatorial Africa.

New Scotch Colony.—The *Fredericksburg Herald* states that a Scotch gentleman, Mr. Black, has taken on lease for ten years a fine estate in Caroline county, Virginia, and intends to return to Scotland and bring over a colony of emigrants, including the sons of large farmers, who will have something wherewith to purchase and improve.

Curious Reverses of Fortune.—The last of the line as descendants of Dermot M'Morough, the last Irish King, is now working as a stone mason at some building in Toxteth Park, Liverpool. He is known by the name of Doyle. The undoubted representative of the celebrated Earl of Ulster, who flourished in the reign of Elizabeth, and who gave that monarch a good deal of trouble in Ireland, is now a policeman in the Liverpool force. The grandson of one of the most eminent members of the Irish Parliament, who was not only distinguished as an orator and a beautiful lyric poet, but also for his patriotism and opposition to the Union, is now a barman in a spirit vault near the Liverpool Exchange.

A Smart Boy.—The minister of a church near Glasgow recently delivered his usual annual sermon to the children of his congregation. Having divided his subject into five heads, the rev. gentleman proceeded at the close of each division to ask the children a "few simple questions." After quoting the text, "He careth for them as the apple of His eye," and explaining how sensitive an organ the human eye was, he concluded by asking his dear young friends what any of them would do supposing a mote or a little sand or dust went into their eyes when up started one little fellow and answered, "I'd blaw my nose, Sir." The teniors in the congregation became convulsed with laughter, and it was apparent the rev. gentleman required an effort to sustain his gravity.—*Glasgow Herald.*

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**THE BOMBAY CITY BANK (LIMITED).**—*Incorporated under Acts XIX. of 1857 and VII. of 1865 by the Legislative Council of India.*—Capital: Seventy-Five Lacs of Rupees (£750,000) in 30,000 Shares of Rupees 250 (£25) each, with power to increase.

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**J. & C. WHITE & CO.'s WINES**, as follows —Sherry, quarts, in 2 dozen Cases.  
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**LEGGATT & Co.** have the following WINES:—

| | per dozen | | Rs. |
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| CHAMPAGNE, extra quality | qts. | | 40 |
| Do. dry | „ | „ | 35 |
| Do. good | „ | „ | 30 |
| SHERRY, dry | „ | „ | 25 |
| Do. pale | „ | „ | 25 |
| Do. do. | „ | „ | 18 |
| CLARET, Breakfast | „ | „ | 12 |
| BRANDY, | „ | „ | 24 |
| Do. | „ | „ | 36 |
| Port Wine, some years in Bottle | „ | „ | 26 |
| Tent Wine | „ | „ | 29 |
| PORT WINE—a fine old Wine | „ | „ | 22 |
| A good Wine | „ | „ | 18 |
| do. | pts. | „ | 11 |
| SPIRITS—Hollands | „ | „ | 15 |
| LIQUEURS—Cherry Brandy | qts. | „ | 36 |
| do. | pts. | „ | 16 |
| Noyeau | qts. | „ | 34 |
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| Do. „ Do. | 40 |
| Do. „ a Crown | 30 |
| Do. „ Tod-Heatly & Co. Pints | 21 |
| Moselle, Sparkling Extra, 1st quality | 40 |
| Do. do. Pints | 21 |
| Moselle, Sup. Sparkling Brand Tod-Heatly & Co | 36 |
| Do. Fine „ Brand a Crown | 30 |
| Do. Fine „ Brand a Crown Pints | 16 |
| Hock, Sparkling Brand Tod-Heatly & Co | 36 |
| Do. Sparkling Brand a Crown | 30 |
| Do. Fine Still Red Seal | 18 |
| Sherry Pale, Blue Seal | 33 |
| Do. Do. Yellow Seal | 29 |
| Do. Golden, Do. | 29 |
| Do. Green Seal | 33 |
| Do. Vino Fino | 29 |
| Do. Red Seal | 37 |
| Do. Amontillado, Black Seal | 33 |
| Claret Light Capsule | 15 |
| Do. Yellow Seal | 23 |
| Do. Red Do. Pints | 17 |
| Do. Do. Do. Quarts | 32 |
| Port, Black Seal | 26 |
| Brandy, Vieux Cognac | 34 |
| Do. Brand a Crown | 24 |
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| Sims on Mathematical Instruments | 4 | 8 |
| Mysteries of the Court of London. 8 vols. | 40 | 0 |
| Basil. By Wilkie Collins | 2 | 0 |
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| Despatches and Letters of Lord Nelson. 7 vols. By Sir H. Nicolas. (Published at £5 10s.) | 30 | 0 |
| The Golden Casket: a treasury of tales for young people. By Mary Howitt | 3 | 12 |
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| —— whole coloured | [illegible] | [illegible] |
| Dean's Comic Picture Scrap Book on cloth | 3 | 12 |
| Letts's Diary, No. 9. 2 days to a page | 4 | 8 |
| —— No. 10. 3 ditto | 3 | 8 |
| —— No. 12. 3 ditto | 2 | 4 |
| —— No. 34. 7 ditto, interleaved blotting. | 1 | 4 |
| Every Man's Own Lawyer. By a Barrister. 4th edn. '65 | 5 | 0 |
| Bulwer Lytton's Poems | [illegible] | [illegible] |
| Edinburgh Review for January 1866 | 4 | 8 |

2nd March 1866. CHESSON & WOODHALL.

**FOR SALE ON COMMISSION.**—At the Rooms of BOMANJEE DOSSABHOY, Commission Agent, next to the Book and Tract Society, Esplanade.

Just landed ex *E. P. Bouverie*,

A fashionable and neat Landau Sociable, to carry four persons inside, for one or pair of Horses, painted verdigris green, and richly with green figures, silk and cloth, with swinging holders and open back, with lamps, pole, and shaft.

This Carriage is expressly made to order for a party who parts with the same, by Silk and Sons, 8 Long Acre.

Just landed ex *Mary Stenhouse*.

A very neat and light small four-seated Miniature Brougham, with Circular Glasses in front, surrounding double venetains in every direction, painted dark green, lining with Morroco Leather similar to match, with lamps and shaft by W. and F. Thorn.

A Ditto ditto by E. Kesterton, Long Acre.

A Ditto very handsome full size Miniature Brougham, with ditto, by W. and F. Thorn.

A very handsome and light English-built Cab Buggy on C. Spring, with lamps, by Jones, of Southampton, expressly built to order for India.

A very handsome and new fashion small Waggonate or Landau Sociable, to make a open Carriage, with lamps, pole, and shaft, by Newnhamson, patent, Bath.

A small new English-built Miniature Brougham, with surrounding double Venitians in every direction, with lamps, pole, and shaft.

A very handsome and light new Mail Phaeton, with lamps, pole, and shaft, by Kindless.

Just landed ex *William Ritson*.

A very handsome and neat English-built Mail Phaeton with lamps and shaft, by W. F. Thorn.

Just landed ex *Bayard*.

One new English-built neat and light small Miniature Brougham, with circular glasses in front, spare circular sliding venetians to support circular glasses surrounding venetians and open back, with lamps, poles, and shaft, by C. Windover, Huntingdon.

A very neat and light English-built new Mail Phaeton, with lamps, pole, and shaft, by E. Kesterton, Long Acre.

Just Landed ex *Royal Alice*.

A very neat and light fashionable handsome Cab, painted dark green, lining similar to paint, with lamps, by Hall and Sons, Long Acre.

The above Cab purposely built to order for a gentleman, but owing to his departure to up-country, it is of no use to him at present.

Just landed ex *Oriflamme*.

Two new fashionable George the Fourth headed Park Phaetons, made of the best workmanship and of latest improvement, with a movable driving coachbox and hind seat, with enamel apron and patent leathered dash; to it is attached a packet or bag for cards and small parcels and a small rumble seat, with lamps. A neat, commodious, and best carriage guaranteed, and is worth an inspection. Built by E. Davis, Long Acre, London.

Just landed ex *Oberon*.

3 very handsome new Malvern Dog-Carts, with leather flash boards, aprons, patent leather wings to sides, trimmed shaft with patent leather, plated rod to sight and flash board, lining with cloth, and lamps, by McNaught and Smith.

Three very light four-wheeled Dog-Carts, with moveable Umbrella, by E. Davis of London, and Thomson.

Just landed ex *British Nation*.

Two handsome and light Cab Buggies with and without C. spring, with lamps, by Silk and Son, Laing Melvin, Builder to the Queen.

Also,  
*Property of Gentlemen.*

3 second-hand four-seated open Carriages, with and without shutters, with lamps, pole, and shaft, by Peters and Sons, by E. Kesterton, and W. and F. Thorn.

A Ditto secondhand Miniature Brougham, with Circular Glasses in front, with lamps, pole and shaft, by W. and F. Thorn.

The Property of a Gentleman proceeding to England.

A first-rate English-built Park Phaeton, by E. Kesterton, Long Acre.

*The Property of a Gentleman.*

A first-rate second-hand English-built high-wheeled Malvern Dog-cart, with moveable umbrella and lamps, by McNaught and Smith.

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A few sets of very best and highly furnished fresh leather and double Stages, Buggy, Dog-Cart and Carriage Harness with round and flat Reins, warranted, Plated on white Metals, by Kesterton, Thorn, and Homes, of Derby; also a few Hogg Skin Hunting Saddles, Ladies' and Gentlemen's Riding Whips, assorted Gold and Silver Mounted Buggy and Carriage Whips, a few leather Sockets for Whip Clips, large and small size Carriage Rugs, steel, pole chains and leather pole pieces, a few pairs of Buggy and Carriage lamps, &c.

Also,

Several others new and secondhand. Different kinds of Carriages to be seen in the other Godown, about 30 yards from the room, of the undersigned.

The above to be seen at the Rooms of the undersigned, on the verge of the Elphinstone Cross Road, close to the Book and Tract Society's Depository, Esplanade.

BOMANJEE DOSSABHOY, Commission Agent.  
Bombay, 2nd March 1866.

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German Billiards, folding and on stands.  
Backgammon Boards of sizes.  
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Quoits of Brass and polished Steel weighing from 4 to 7 lbs. each.

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Billard Cloth, with Bed, Cushions, and Pockets complete.  
Superior Cues with Ivory tips.  
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Best Spring and plain Cane-handle Bats.  
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Genuine Will's Bristol Birds-eye in Tins and Packets.  
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Cavendish Tobacco, cut.  
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Smoking Materials, in great variety.  
Plain and Fancy Meerschaum Pipes, Bowls and Cheroot-holders, by Inderwick, Cheroot Cases, Tobacco Cutters, Plugs, Cigaret Moulds and Papers, Alma Light, Cherrywood Pipe Stems, Briar Woodpipes, and Cheroot-holders, Cartridge Smoking Paper for Meerschaum Pipes.  
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**A COMPLETE REVOLUTION IN THE ART OF MAKING COFFEE AND TEA.**—LOYSEL'S PATENT HYDROSTATIC MACHINE will make instantaneously from 1 to 100,000 cups, with a saving of 50 per cent. in a novel, simple, expeditious, economic, elegant, and scientific manner; universally adopted in England and France as used at the House of Commons; the Clubs (the Reform, Conservative, Gresham, Law, etc. etc.) the London Tavern; Cremorne; the St. James; the London Crystal Palace; and most of the large establishments in the Metropolis.

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The demand for these Urns being very great, one particular kind may be unavoidably out of stock; in consequence Messrs. Soundy and Co. would feel obliged by constituents kindly stating if an approximate pattern or size to those ordered would be satisfactory.

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WITH BRANCHES AT CALCUTTA, MADRAS, BOMBAY, CEYLON, AGRA, AND HONGKONG, *And Agencies throughout Europe and India.*

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Accumulated Fund upwards of £714,000. Revenue about £300,000.

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One of the distinguishing features of the Company has always been its prompt settlement of claims.

The sum paid to claimants up to the present time (inclusive of Bonuses) rather exceeds ONE MILLION AND A QUARTER STERLING.

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The rates of Premium charged by this Company will be found upon comparison to be generally lower than those of other Offices:—The "With Profits" rates are very considerably lower, and in some cases amount to *little more than two-thirds* of what is charged, so that Assurers upon that scale secure an immediate and permanent advantage independently of further benefits derived from triennial divisions of Profits.

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| Age. | Civil. | | | | | | Military. | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Half-yearly. | | | Monthly. | | | Half-yearly. | | | Monthly. | | |
| | Rs. | as. | p. | Rs. | as. | p. | Rs. | as. | p. | Rs. | as. | p. |
| 20 | 16 | 8 | 0 | 2 | 14 | 9 | 19 | 8 | 0 | 3 | 7 | 1 |
| 30 | 20 | 0 | 0 | 3 | 8 | 8 | 22 | 0 | 0 | 3 | 14 | 2 |
| 40 | 25 | 0 | 0 | 4 | 6 | 10 | 26 | 0 | 0 | 4 | 9 | 4 |
| 50 | 33 | 0 | 0 | 5 | 13 | 6 | 33 | 8 | 0 | 5 | 14 | 12 |
| 60 | 46 | 0 | 0 | 8 | 2 | 4 | 47 | 0 | 0 | 8 | 5 | 8 |

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|---|---|---|---|---|---|---|---|---|
| | 1 yr. | 3 yrs. | 5 yrs. | 7 yrs. | 1 yr. | 3 yrs. | 5 yrs. | 7 yrs. |
| 55 | 27 | 28 | 28 | 28 | 34 | 34 | 34 | 35 |
| 55 | 31 | 32 | [illegible] | 33 | 36 | 37 | 37 | 37 |
| 85 | 39 | 40 | 41 | 42 | 42 | 43 | 44 | 45 |
| 45 | 53 | 55 | 56 | 58 | 54 | 56 | 57 | 59 |

Half yearly, Quarterly and Monthly payments in proportion.

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Their Pickles are all prepared in Pure Malt Vinegar, boiled in Oak Vats, by means of Platinum Steam Coils, thus avoiding all possibility of contact with Copper, or any other injurious metal; and they are precisely similar in quality to those supplied by them for use at HER MAJESTY'S TABLE.

Oxford Sausages, Patent Preserved Hams, Cheese and Bacon, Yorkshire Game and Pork Pates, Fresh Oysters in Tins, Salmon Cutlets, Whitebait, Fillets of Soles, Bologna Sausages, Herrings a la Sardines, Soups, Meats and Vegetables in Tins, Fruits in Syrup, also in Noyeau and Brandy, Crystallized Fruits, all of which, as well as many other articles too numerous to include in an advertisement, they can strongly recommend. Their Salad Oil is the finest imported.

C. & B. are AGENTS for LEA & PERRINS' CELEBRATED WORCESTERSHIRE SAUCE, Carstairs, Sir Robert Peel's Sauce, M. Soyer's Sauces, Relish and Aromatic Mustard, Payne's Royal Osborne Sauce, Captain White's Oriental Pickle, Curry Powder and Paste, and Mulligatawny Paste, Grimwade's Dessicated Milk, and for Masson's French Chocolate.

**IMPORTANT TO BUYERS OF MATCHES, WAX VESTAS, AND VESUVIANS.**—BRYANT AND MAY, Patent Safety Match Manufacturers, Whitechapel Road, London, E., prepare and pack all their manufactures specially for exportation, and warrant them suitable for all climates.

Bryant and May's Patent Special Safety Matches contain no Phosphorus and light only on the Box; any quantity may be kept in stock without the slightest danger, as they are not liable to spontaneous combustion.

B. & M. give the following extracts from one or two leading English papers, referring to their Patent Special Safety Matches, which light only on the Box:—

*London Times.*—"Another most valuable invention is shown here in some improved 'Safety Matches' by Bryant and May. These curious Matches cannot be ignited either by friction or percussion, or in any way except by being rubbed on the side of the box in which they are contained."

*Examiner.*—"Incomparably the safest form of Lucifer."

*Dispatch.*—"The 'Special Safety Match' of Bryant and May will only ignite when rubbed on the prepared surface of the Box, and is not liable to spontaneous combustion. It is really a great invention."

*Colliery Guardian.*—"Bryant and May's 'Special Safety Match' comes recommended to the public on the double ground of Safety and Health, and considering the great security it offers against accidental fires, it should be used everywhere and by everybody in dwelling-houses and warehouses, by employers and employed."

Bryant and May's Royal Wax Vestas, in round plaid Boxes, and in Japanned Tin Boxes of different sizes.

Bryant and May's "Jonkopings Tandstickors," in strong and compact 50-gross cases, the best cheap match in the market, quality guaranteed.

Bryant and May, Lucifer Match and Wax Vesta Manufacturers, Whitechapel Road, London, E., pay careful and prompt attention to all Shipping orders.

Bryant and May, Fairfield Works, Bow, London, E.

## SALES BY AUCTION.

**BENNETT & Co.**

WEEKLY SALE.

On SATURDAY next, the 10th instant, Messrs. BENNETT & Co. will sell by Public Auction, at their rooms, a quantity of Grey and other Piece Goods, Twist, &c. &c.

A pair of Bronzed Figures.

At 1 p. m.

2 Retriever Dog and Bitch, 2 years old; good Watch and Water Dogs.

Any other Carriages or Horses offering

SALE OF HOUSEHOLD FURNITURE, PLATED, GLASS, AND QUEEN'S WARE, &c., AT THE ELECTRIC TELEGRAPH OFFICE, COLABA.

THIS DAY, THURSDAY, the 8th inst., Messrs. BENNETT & Co. will sell by Public Auction, at his residence at the Electric Telegraph Office, Colaba, the neat Queen's Ware, &c., of Henry Wickham, Esq. The same comprises a set of Cut Glass Ware, Quart, Pint and Claret Decanters, Ice Plates, Dishes, a handsome Pink and Gold Dinner set for 12, White and Gilt Tea and a handsome Dessert Sets, a Sets Plated Hot-water Curry-dishes, Cruet, Egg, Pickle and Liqueur Frames, Salvers, Tea set, Butter Pot, Table and Chamber Candlesticks, a set of Spoons and Forks, Table Cutlery, and Lamps, handsomely carved Blackwood Furniture, such as Circular, Pier, Sofa, Card, Writing, Dining, Dressing and Washing Tables, Chiffoniers, Conversation, Half Backed, and Reclining Couches, Easy, Predieu, Dining, and Drawing Chairs, Teapoys, Whatnots, Open Carved Partition and Folding Screens, Sideboard, four-post Bedstead, Camp and Children's Cots, Wardrobes, Gown and Clothes Presses, Gown Stand, Toilet Glasses, Chest of Drawers, a Mahogany Square Pianoforte by Broadwood, Hanging Argand Lamps, Carpets, Pictures, Table Ornaments, Copper Cooking Utensils and dispense articles, Books, &c. &c.

At 1 p. m.

A nearly new double-seated Open Carriage with lamps, pole, cushions, shaft, and key.

No catalogues, and the property is now on view.

SALE OF NEAT AND MODERN HOUSEHOLD FURNITURE, PLATED, GLASS, AND QUEEN'S WARE, CARRIAGES, HORSES, &c., &c., AT MALABAR HILL.

TO-MORROW, FRIDAY, the 9th inst., Messrs. BENNETT & Co. will sell by Public Auction, at the residence of Surgeon Major Miller, Presidency Surgeon, at Malabar Hill, the neat and modern Household Furniture, Plated, Glass, and Queen's Ware, Carriages, Horses, &c. &c., of Surgeon Major Miller, Presidency Surgeon, and Captain Nasmyth, R. E., proceeding to Europe. The same comprises rich Cut Glass Ware, handsome Green Flowered and Gilt Dinner Set, Tea and Dessert Services, Plated Ware, Cutlery, Carved Blackwood Furniture, such as Circular, Pier, Writing, Camp and other Tables, Conversation Couches, Easy, Rocking, Predieu, and Drawing-room Chairs, Corner Whatnots, Sideboard, Teapoys, large and small Camp Cots, Presses, Chest of Drawers, Shower Bath, a Plated four light Hanging Argand Lamp, with drops, Single ditto, Screens, Copper Cooking Utensils, dispense articles, &c.

At 1 p. m.

An excellent English-built Miniature Brougham, with Circular Glass fronts and spare glasses, by "Thomas Startin," with handsome fast trotting Fleabitten Grey Horse and plated harness. A first-rate English-built Mail Phaeton, by "Jones" of Southampton. An English-built Circular-fronted Miniature Brougham.

A Curricle with pole and bar, with a set of brass mounted double harness. A set of best plated mounted new double harness, also a set of second-hand ditto, 2 sets of single ditto, a hunting Saddle, a pair of Bull Terriers, &c. &c.

No catalogues, and the property is now on view.

FOR PRIVATE SALE.

The yacht *Challenge*, the property of the late Spencer Compton, Esquire. For particulars and price, apply to the undersigned.

FOR SALE ON COMMISSION.

A quantity of Agricultural Instruments, to be sold cheap to close account, consisting of Noiseless Winnowers, Patent Screens, &c.

One Sociable, with a pair of Grey Arab Horses and Harness complete. To be seen on three hours' notice.

FOR SALE.—A first rate upper-storied House at Poona, only recently finished. For further particulars apply to

BENNETT & Co.  
No. 5, Forbes Street, Bombay, 7th March 1866.

**CRAWFORD & Co., 3, Marine Street, Bombay.**

USUAL AUCTION SALE.

On MONDAY next, the 12th instant, Messrs. CRAWFORD & Co. will sell by Public Auction at their Rooms:—

10 Bales Grey Shirtings.  
12 „ „ Jacconets.  
15 „ „ Madapollams.  
7 „ „ T. Cloth.  
6 „ Mule and Water Twist.  
10 Cases T. Red Hoodnies.  
400 Barrels American Flour.  
200 half Barrels do. do.  
(Unless previously disposed of by private Contract.)

At 2 p. m.

A neat English-built self-driving Phaeton, only 12 months old, and a pair of Bay Deccan Ponies, with new Harness.

The same can be seen any day between 10 and 11 o'clock A. M.

A serviceable Office Shigram, in good order.

A set of nearly new Carriage Harness, with best plated Mounting.

Bombay, 6th March 1866. CRAWFORD & Co.

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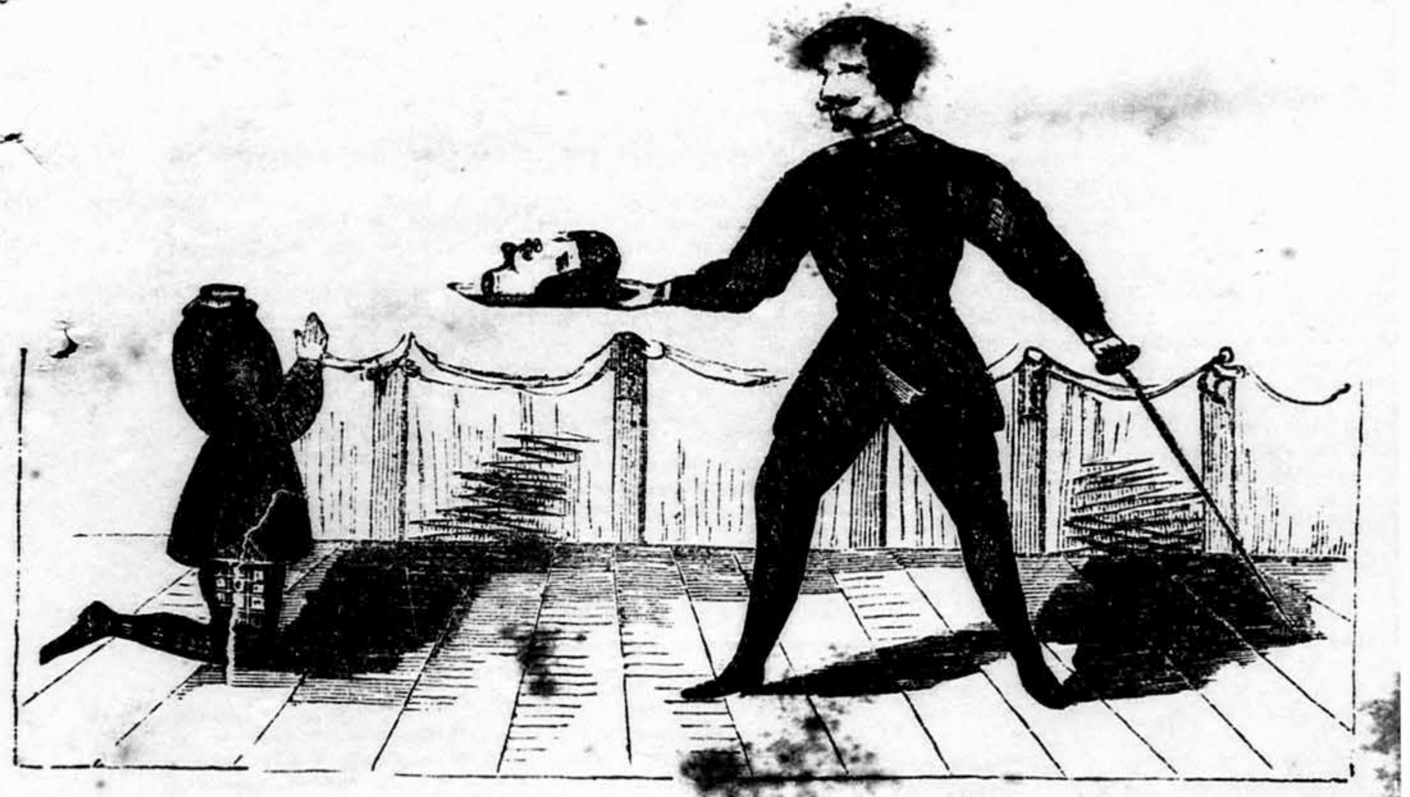

# EXTRAORDINARY WONDERS!

## DECAPITATION

## Grant Road Theatre.

**Thursday Evening, February 22nd, 1866.**

EXTRAORDINARY MAGICAL REPRESENTATION
BY

**PROFESSOR VANEK AND COMPANY,**

**Grand Wizard of the North,**

ARTIST TO HIS MAJESTY THE SULTAN OF TURKEY.

## PROGRAMME.

### PART FIRST.

**A QUITE NEW SHOW OF PROFESSOR VANEK'S**
**WITCHCRAFT AND SLEIGHT-OF-HAND.**

INTERMISSION OF TEN MINUTES.

### PART SECOND.

## DECAPITATION.

A GRAND MAGICAL EXPERIMENT, executed by
PROFESSOR VANEK
only; and for the first time, in Europe and India. The Magic Room will be brilliantly illuminated, and the head of the decapitated will be exposed in such a manner to the public, so as to allow every one a chance of inspecting it. After an interval of 7 minutes, the head will be replaced on the body, and life restored.

INTERMISSION OF TEN MINUTES.

### PART THIRD.

A Great Feat of Gymnastic Exercise by the Wonderful small Automaton, surnamed

## "LITTLE BLONDIN,"

WHO WILL EXHIBIT HIMSELF ON THE ROPE AT COMMAND.

This is a most surprising Exhibition of Mechanism, and will, there is not the least doubt, be received with great applause.

### CARDS OF ADMISSION.

| | | | |
|---|---|---|---|
| DRESS CIRCLE.... | Rs. 7 | GALLERY.......... | Rs. 3. |
| STALLS .......... | „ 4 | PIT.................. | „ 2. |

**oors open at 8 o'clock; Performance to commence at 8-45.**

☞ *Tickets to be obtained at Messrs. Soundy and Co.'s, and at the Theatre, on the evening of performance.*